



Amendment No. 2
to
Contract No. NA180000046
for
STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION
between
ASAKURA ROBINSON COMPANY, LLC
and the
CITY OF AUSTIN

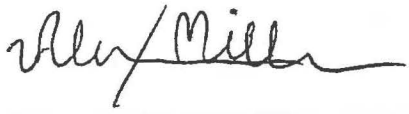
- 1.0 The City of Austin and the Consultant hereby agree to the contract revisions listed below.
- 2.0 The total Agreement amount is recapped below:

Term	Agreement Change Amount	Toal Agreement Amount
Initial Term: 12/28/2017 through 12/27/2018	n/a	\$ 130,000.00
Amendment No. 1: Add Deliverable Language	n/a	\$ 130,000.00
Amendment No. 2: 120-Day Holdover 12/28/2018 through 04/17/2018	n/a	\$ 130,000.00

- 3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 4.0 All other contract terms and conditions remain the same.


BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONSULTANT

Signature: 
ASAKURA ROBINSON COMPANY, LLC

Date: 11/12/2018

CITY OF AUSTIN

Signature: 
CITY OF AUSTIN

Date: 11/21/2018



Amendment No. 1
to
Contract No. NA180000046
for
STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION
between
ASAKURA ROBINSON COMPANY, LLC
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Consultant hereby agree to the contract revisions listed below.
- 2.0 The following Paragraphs and/or Sections of the Scope of Work shall be added or changed as follows:

Delete the deliverable:

2.1.7 Develop an online website and content for maintaining engaging and compelling updates and information to the public.

Add the deliverable:

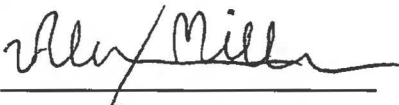
2.3.5 Provide an additional presentation that includes information about changes from earlier draft versions of the implementation plan.

- 3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 4.0 All other contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.


CONSULTANT

CITY OF AUSTIN

Signature: 

ASAKURA ROBINSON COMPANY, LLC

Date: 11/26/2018

Signature: 

CITY OF AUSTIN

Date: 3/12/2018 3 Dec 18



City of Austin

Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

December 28, 2017

Asakura Robinson Company, LLC
Keiji Asakura
President
816 Congress Avenue, Suite 1270
Austin, TX 78701

Dear Mr. Asakura:

The City of Austin approved the execution of a contract with your company for Asakura Robinson Company, LLC in accordance with the referenced solicitation.

Responsible Department:	Neighborhood Housing and Community Development
Department Contact Person:	Jonathan Tomko
Department Contact Email Addr:	jonathan.tomko@austintexas.gov
Department Contact Telephone:	512-974-1057
Project Name:	Strategic Housing Blueprint Implementation
Contractor Name:	Asakura Robinson Company, LLC
Contract Number:	MA 7200 NA180000046
Contract Period:	12/28/17 – 12/27/18
Dollar Amount	\$130,000
Extension Options:	none
Solicitation Type & Number:	RFP 7200 JRH0109

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

John Hilbun
Contract Mgmt Specialist IV
City of Austin
Purchasing Office

cc: Erica Leak, Neighborhood Housing and Community Development

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Asakura Robinson Company, LLC (“Contractor”)
for
Strategic Housing Blueprint Implementation
MA 7200 NA180000046**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Asakura Robinson Company, LLC having offices at 816 Congress Avenue, Suite 1270, Austin, TX 78701 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 7200 JRH0109.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City’s Solicitation, RFP 7200 JRH0109 including all documents incorporated by reference
- 1.1.3 Asakura Robinson Company, LLC Offer, dated September 13, 2017, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for a term of 12 months. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$130,000 for the Contract term. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

ASAKURA ROBINSON COMPANY, LLC

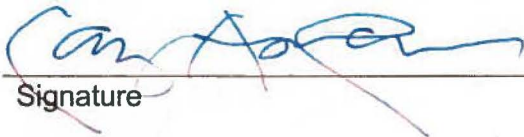
CITY OF AUSTIN

Keiji Asakura

JOHN HILBUN

Printed Name of Authorized Person

Printed Name of Authorized Person





Signature

Signature

President

CONTRACT MGMT SPECIALIST IV

Title:

Title:

12/20/2017

12/28/17

Date:

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

UPDATED PER ADDENDUM #1

SOLICITATION NO: JRH0109

DATE ISSUED: August 14, 2017

REQUISITION NO.: RQM 17072400653

COMMODITY CODE: 91863

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

John Hilbun
Contract Mgmt Specialist IV

Phone: (512) 974-1054

E-Mail: john.hilbun@austintexas.gov

Sandy Brandt
Procurement Specialist IV

Phone: (512) 974-1783

E-Mail: sandy.brandt@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Strategic Housing
Blueprint Implementation

PRE-PROPOSAL CONFERENCE TIME AND DATE: 2:00 PM
CST August 28, 2017

Conference Number: (512) 974-9300 Participant Code: 895571

LOCATION: 1000 E. 11th Street, Suite 200B, Austin, TX 78702

PROPOSAL DUE PRIOR TO: 2:00 PM CST September 14,
2017

PROPOSAL OPENING TIME AND DATE: 3:00 PM CST
September 14, 2017

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 7200 JRH0109	Purchasing Office-Response Enclosed for Solicitation # RFP 7200 JRH0109
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 7200 JRH0109: STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by five (5) days prior to the Solicitation Due Date.

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

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

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

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 7200 JRH0109: STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of twelve (12) months.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- Invoices shall be mailed to the below address:
- | | |
|----------------------|--|
| | City of Austin |
| Department | Neighborhood Housing & Community Development |
| Attn: | Linda Lindsey |
| Address | 1000 E. 11th Street, Suite 200 |
| City, State Zip Code | Austin, TX 78702 |
- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

**CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 7200 JRH0109: STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION**

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 7200 JRH0109: STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION

- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
36. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Jonathan Tomko

City of Austin – Neighborhood Housing & Community Development

1000 E. 11th Street, Suite 200

Austin, TX 78702

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 7200 JRH0109: STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION

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

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 7200 JRH0109: STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION

1.0 INTRODUCTION

The City of Austin's ("City") Neighborhood Housing and Community Development ("NHCD" or "Department") provides housing and community development and services to benefit eligible residents, so they can have access to livable neighborhoods and increase their opportunities for self-sufficiency. On April 13, 2017, the Austin City Council approved the Austin Strategic Housing Blueprint ("Blueprint"), which includes numerical goals, timelines, and strategies to maintain and create affordable housing for a range of incomes throughout the city, as envisioned in Imagine Austin, the City's Comprehensive Plan. The Blueprint helps align resources, ensures a unified strategic direction, and facilitates community partnerships to achieve this shared vision. The Blueprint includes funding mechanisms, potential regulatory changes, and other creative approaches the City of Austin should utilize to achieve housing goals. The Blueprint and supporting documents are located at the following website: <http://www.austintexas.gov/housingblueprint>.

Resolution No. 20170413-024 (<http://www.austintexas.gov/edims/document.cfm?id=275681>) directs the City Manager to present the proposed Implementation Plan for the Blueprint no later than October 31, 2017. To that end, NHCD seeks an experienced entity or firm to develop the implementation plan and begin work to implement the Austin Strategic Housing Blueprint.

The Contractor shall take into account and address the 2016 Mobility Bond and the City of Austin's Fair Housing Action Plan (FHAP). The 2016 Mobility Bond resolution presents an opportunity to consider implementation of the Austin Strategic Housing Blueprint in conjunction with the investment of resources from the 2016 Mobility Bond.

The Austin Strategic Housing Blueprint calls for fostering equitable, integrated, diverse communities. The Blueprint also calls for implementing the City's Fair Housing Action Plan (FHAP) with specific actions to affirmatively further fair housing choice. Thus there are opportunities to consider how to best implement the FHAP as a part of a plan to implement the Austin Strategic Housing Blueprint.

Resolution No. 20170413-025 (<http://www.austintexas.gov/edims/document.cfm?id=275682>) directs the City Manager to assess current conditions and set corridor-specific numeric goals for the creation and preservation of affordable housing for corridors throughout Austin, beginning with those corridors that will receive funding through the 2016 Mobility Bond. In addition, the City Manager is directed to identify any additional resources or strategies for leveraging transportation and infrastructure investments and report on the provisions contained within the resolution so that Council can be apprised of where development is occurring along corridors and what progress the City is making toward meeting its goals for affordable housing in those areas.

One of the items in the Strategic Housing Blueprint is to implement the [City of Austin's Fair Housing Action Plan](http://austintexas.gov/sites/default/files/files/NHCD/Reports_Publications/4FHAP.pdf) (http://austintexas.gov/sites/default/files/files/NHCD/Reports_Publications/4FHAP.pdf), which sets forth the specific actions the City of Austin will take in the next few years to affirmatively further fair housing choice. It builds on the work of the Analysis of Impediments Advisory Group, and provides a comprehensive approach – blending data collection, education, and increased access to affordable homes and services.

The Fair Housing Action Plan (FHAP) was informed by an Analysis of Impediments to Fair Housing Choice (AI) Advisory Group comprised of industry experts who offered crucial feedback at key milestones in the development of Austin's AI and the FHAP. The advisory group provided expertise about a broad spectrum of knowledge that informed both the AI and FHAP.

2.0 SCOPE OF SERVICES

The Successful Respondent ("Contractor") shall meet the objectives described below.

**CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 7200 JRH0109: STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION**

2.1 *Objective 1 – Develop Strategic Housing Blueprint Implementation Plan and related Resolutions*

The Contractor shall develop a detailed Strategic Housing Blueprint Implementation Plan for the initial two years with a higher level plan for the remaining eight years to implement each step, including:

- 2.1.1 Present specific action steps, which state the parties responsible for successfully executing the step, the due date for completion, the goal each step is designed to achieve, and the measure for successful completion.
- 2.1.2 Identify Priorities for goals, action steps, and resources.
- 2.1.3 Specify process and timeline for reporting progress to City Council and the Austin public, including reporting progress on the metrics for measuring success on Plan goals.
- 2.1.4 Identify resource needs (including funding) for plan implementation. Resources should be specific and can build on what is noted in the Blueprint, but should go beyond what has already been identified.
- 2.1.5 Identify potential source(s) of funding and other necessary resources for plan implementation. This includes but is not limited to grants and other funding mechanisms that can advance the Implementation Plan.
- 2.1.6 Design a template for an annual report to Council regarding implementation of the goals set out in the Strategic Housing Blueprint in the previous year, and specific steps for achieving the goals in the year ahead, including mechanisms for monitoring and evaluating success, necessary funding and resources.
- 2.1.7 Develop an online website and content for maintaining engaging and compelling updates and information to the public.

The Contractor shall complete Objective 1 activities no later than four months after execution of the contract.

2.2 *Objective 2 – Identify and Convene Partners and Collaborators*

The Contractor shall identify and convene partners and collaborators in conjunction with city staff leads to implement the Austin Strategic Housing Blueprint. Partners and Collaborations should include representatives for the following initiatives, agencies and departments, at a minimum:

- 2.2.1 2016 Mobility bonds, CodeNEXT, the Strategic Mobility Plan, the Age Friendly Master Plan, the Institutional Racism Task Force and Connections 2025.
- 2.2.2 Additionally the following City of Austin departmental and/or community expertise: transit, planning, housing, transportation, economic development, code, financial, legal expertise, equity office, and other expertise as required for implementation of the Austin Strategic Housing Blueprint and related resolutions.

The Contractor shall continue to identify and convene partners and collaborators throughout the process as needed.

2.3 *Objective 3 – Present Proposed Implementation Plan to City Council*

The Contractor shall present proposed Implementation Plan and a summary of the report of the findings and recommendations during and after coordinating with partners and collaborators (Objective 2).

As part of public presentations to diverse audiences, to include governing bodies, interdisciplinary work groups, and community stakeholders, the Contractor shall:

- 2.3.1 Provide an overview of the work
- 2.3.2 Detail the methodology of the various components of the Implementation Plan

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- 2.3.3 Highlight findings and recommendations after coordinating partners and collaborators;
- 2.3.4 Provide an overview of the template for an annual report to Council and the public regarding implementation of the goals set out in the Strategic Housing Blueprint in the previous year, and specific steps for achieving the goals in the year ahead, including mechanisms for monitoring and evaluating success, necessary funding and resources (Task 2.1.6).

The Contractor shall complete Objective 3 activities no later than six months after contract execution.

- 2.4 **Objective 4** – *Provide recommendations of ways to address Resolutions 20170413-024 and 20170413-025 as part of this proposal, including, but not limited to: Developing an Atlas of Existing and Historical Conditions*

The Contractor shall prepare an Atlas of Existing and Historical Conditions on key issues to provide a context for assessing Housing Blueprint policy proposals including but not limited to:

- 2.4.1 Housing conditions, Infrastructure (with specific attention to impervious cover and flooding conditions), transportation services and school quality.
- 2.4.2 Assess current conditions and set corridor-specific numeric goals for the creation and preservation of affordable housing for corridors throughout Austin, beginning with those corridors that will receive funding through the 2016 Mobility Bond.
- 2.4.3 Atlas should meet specific objectives detailed in *Resolutions 20170413-024 and 20170413-025*. This includes being informed by data from the University of Texas Corridor Housing Preservation Tool.

The Contractor shall complete Objective 4 activities no later than nine months after completion of Objective 3 contract execution.

- 2.5 **Objective 5** - *Prepare a written report (“Implementation Plan Document”) that includes a one to two-page Executive Summary detailing:*

- 2.5.1 Proposed Multi-year Implementation Plan (Objective 1);
- 2.5.2 Housing Blueprint Action Team (Objective 2);
- 2.5.3 Presentation to Council (Objective 3);
- 2.5.4 Atlas of Existing and Historical Conditions (Objective 4);
- 2.5.5 Charts and graphics; and
- 2.5.6 Is in printed form and electronic, editable format.

The Contractor shall complete Objective 5 activities no later than 12 months after completion of Objective 4 contract execution.

3.0 CITY RESPONSIBILITIES

This is a time sensitive, high priority project for NHCD, and the City is committed to providing the necessary support to the Contractor to meet the objectives. The City will provide:

- 3.1 Single point of contact at NHCD for the implementation of this project;
- 3.2 Information related to the Austin Strategic Housing Blueprint;
- 3.3 Access to data sets relevant to specified research;
- 3.4 Access to existing bodies of research commissioned by the City of Austin.

4.0 ADDITIONAL CONTRACTOR RESPONSIBILITIES

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The Contractor shall:

- 4.1 Manage project and ensure that it is on time and on budget; notify City's Contract Manager if project is at risk of missing deadlines or exceeding budget;
- 4.2 Prepare a list of initial data and resources required from the Department for completion of the project. This should be made available at an initial meeting with Department management where the requirements of the project will be finalized;
- 4.3 Schedule onsite meetings and conference calls with key personnel;
- 4.4 Schedule and convene City experts and external experts and applicable working groups over the course of a 12 month period. Include up to 4 meetings a month for 12 months;
- 4.5
- 4.6 Prepare two presentations in electronic, editable format (PowerPoint or similar).
 - a. One presentation shall be an in-depth presentation for Department personnel; and
 - b. The second presentation shall be a high level briefing for City Council and Department Executives.
- 4.7 Lead in-depth presentation of findings via phone, webinar, or onsite to Department personnel no later than four months after contract execution. Contractor shall conduct the presentation no later than nine months after contract execution and shall include but not be limited to:
 - a. Final recommendations.

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Objective 1 - Develop Strategic Housing Blueprint Implementation Plan and related Resolutions	Develop a detailed Implementation Plan for the initial two years with a higher level plan for the remaining eight years to implement each step	Four months after contract execution	Acceptance of Plan by City representative	2.1
Objective 2 - Identify and Convene Partners and Collaborators in conjunction with city staff leads	Identify and convene Partners and Collaborators to implement the Austin Strategic Housing Blueprint	Ongoing throughout the contract as needed	Attendance at meetings, timely response to questions	2.2
Objective 3 - Present Proposed Implementation Plan to City Council	Present proposed Implementation Plan and a summary of the report of the findings, recommendations, and recommendations during and after coordinating with partners and collaborators	Six months after contract execution	Acceptable presentation and outreach	2.3
Objective 4 - Provide recommendations of ways to address Resolutions	Prepare an Atlas of Existing and Historical Conditions on key issues to provide a	Nine months after contract execution	Acceptance of Atlas by City representative	2.4

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	context for assessing Housing Blueprint policy proposals			
Objective 5 - Implementation Plan Document	Completion of Implementation Plan Document written report	Three Twelve months after completion of Objective 4 contract execution.	Acceptance of complete document by City representative	2.5

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 7200 JRH0109: STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION

1. PROPOSAL FORMAT

The original copy shall be submitted on 8.5 x 11 inch paper, bound or in a 3-ring binder, shall be clearly labeled as “**ORIGINAL**” and shall include the original signature of the person authorized to sign on behalf of the Proposer.

The electronic copy shall be an exact replica of the original paper copy. The electronic proposal shall be saved as a single PDF file copy of the original submitted paper proposal.

Organize your Proposal in the information sequence described below. Use tabs to divide each part of your Proposal and include a Table of Contents with page numbers. Proposers should provide all details in the Proposal described below and any additional information you deem necessary to evaluate your Proposal:

Tab 1 - Required Documents: Complete and submit the following documents in Tab 1:

- i. **Signed Addenda (all pages)**
- ii. **Signed Offer Sheet (pages 1-3)**
- iii. **Section 0605 Local Business Presence Identification Form**
- iv. **Section 0800 Non-Discrimination and Retaliation Certification**
- v. **Section 0815 Living Wages Contractor Certification**
- vi. **Section 0835 Nonresident Bidder Provision**
- vii. **Section 0900 Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program Subcontracting/Sub-Consulting Utilization Form**
- viii. **Section 0905 Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program Subcontracting/Sub-Consulting Utilization Plan (if applicable)**

Tab 2 – Experience and Qualifications (30 points): Provide the following information:

- i. Full name and address of your company and identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate. How long has your company been in business?
- ii. Describe your company’s knowledge, qualifications, and expertise in providing the services similar to those described in Scope of Work (Section 0500).
- iii. References: Provide a description of at least three (3) past projects similar to the services described in the Scope of Work (Section 0500). The City at its discretion may check references in order to determine the Offeror’s experience and ability to provide the products and/or services described in this Solicitation. References shall indicate a record of positive past performance. At a minimum, include:
 - Client/Agency name
 - Contact name, telephone, email
 - Project name
 - Year project took place and length of project
 - Project budget
 - Project description
 - Personnel assigned to project and their role in the project
- iv. Include the resumes and qualifications of all professional personnel who will be assigned to this contract.
- v. Provide any other information you deem appropriate to substantiate your company’s qualifications and experience.

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SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 7200 JRH0109: STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION

Tab 3 – Approach, Methodology and Work Plan (40 points): Describe how you plan to accomplish the project described in the Scope of Work (Section 0500), and include any additional information you deem necessary to evaluate your proposal. At a minimum, specifically provide or indicate the following:

- i. Approach and Methodology: Describe the approach and methodology to be employed, underlying philosophies that inform the approach/methodology, organizational values, and the result intended and desired. Provide details on how your approach/methodology will result in consensus on a list of priorities and meet or exceed the requirements described in the Scope of Work.
- ii. Work Plan:
 - a) Provide a detailed narrative of your proposed work plan for accomplishing the Scope of Work. Include a breakdown of the work by task and timeline. Include project deliverables provided in the Scope of Work and any other proposed milestones and deliverables as well as meetings, City responsibilities, etc.
 - b) Proposed Project Team. Include names and titles of all professional personnel including the Project Manager who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this project. Specify project leadership, team personnel, and reporting responsibilities. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
 - c) Provide an example of a similar work plan.

Tab 4 – Total Evaluated Cost (20 points): Provide an all-inclusive cost proposal that itemizes materials, supplies, labor, warranty, travel, and administrative burden to complete the project. Your organization's method of costing may or may not be used but shall be described.

Tab 5 – Business Exceptions: Detail any business exceptions that you will require, if any.

Tab 6 – Local Business Presence (10 points): Submit Section 0605: Local Business Presence Identification. The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

A. Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the

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No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

- B. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- C. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- D. **Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

2. **EXCEPTIONS:**

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

3. **PROPOSAL PREPARATION COSTS:**

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

4. **EVALUATION FACTORS AND AWARD**

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the

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Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors: 100 points

- | | |
|---|------------------|
| 1. Experience and Qualifications | 30 Points |
| 2. Approach, Methodology and Work Plan | 40 Points |
| 3. Total Evaluated Cost | 20 Points |
| 4. Local Presence | 10 Points |

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

5. Presentations, Demonstrations, or Interviews Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, demonstrations, or interviews with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontracting directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

- (1) The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause, subject the firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of the Contractor who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$13.50 per hour.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER:
SOLICITATION TITLE:

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<div style="display: flex; align-items: flex-start;"><div style="margin-right: 20px;"><input type="checkbox"/> NO <input type="checkbox"/> YES</div><div>Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture</div></div>		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; border-bottom: 1px solid black;"></div><div style="width: 45%; border-bottom: 1px solid black;"></div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">Name and Title of Authorized Representative (Print or Type)</div><div style="width: 45%;">Signature/Date</div></div>			

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER:
SOLICITATION TITLE:

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER:

SOLICITATION TITLE:

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER:

SOLICITATION TITLE:

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

CITY OF AUSTIN

REQUEST FOR PROPOSALS

STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION

SOLICITATION NO. RFP JRH0109 | SEPTEMBER 14, 2017



ASAKURA ROBINSON

816 CONGRESS AVENUE, SUITE 1270, AUSTIN, TX 78701 | 512.351.9601 | ASAKURAROBINSON.COM



austin

816 Congress Ave
Suite 1270
Austin, TX 78701
512.351.9601

houston

new orleans

816 CONGRESS AVENUE, SUITE 1270
AUSTIN, TEXAS 78701

PLANNING | URBAN DESIGN | LANDSCAPE ARCHITECTURE

P 512.351.9601
W ASAKURAROBINSON.COM



September 14, 2017

City of Austin, Municipal Building
Purchasing Office
124 W. 8th Street, Rm 308
Austin, TX 78701

Re: Request for Proposals for Solicitation # RFP 7200 JRH0109

Dear Evaluation Committee:

It is a great delight to respond to an RFP that aims to facilitate meaningful, substantial, and implementable results in a community where our team members live and work. Asakura Robinson, along with our partner the Austin Community Design & Development Center (ACDDC), is pleased to submit this proposal for the City of Austin's Strategic Housing Blueprint Implementation. Through all of our research, planning, and design activities, we strive to create equitable, sustainable solutions that enhance communities' quality of life.

For the past 30 years, principals of Asakura Robinson have delivered projects large and small, locally and internationally by providing our clients with creative solutions to complex and challenging problems. We provide expertise on a range of housing and real estate-focused projects, including housing planning, implementation studies, Assessments of Fair Housing, and housing strategies as a component of neighborhood and small area plans. Our Austin-based office is highly familiar with local issues and has worked with the City of Austin on a variety of related projects, including the South Central Waterfront Vision Framework Plan that incorporated a 20% affordability requirement for new development, and the Soul-y Austin initiative that is defining real estate, transportation, and public realm strategies for commercial corridors and organizing local business owners to achieve collective success. Our partner ACDDC brings an incredible wealth of knowledge about Austin's housing community based on involvement with the Strategic Housing Blueprint process, the Alley Flats initiative, and many other related areas of experience.

Our key staff for this project bring strong experience in housing development and finance, strategic and implementation planning, community and stakeholder engagement, and planning at the neighborhood, corridor, and citywide scales. Principal-in-Charge and Project Manager Alexandra Miller leads Asakura Robinson's housing and real estate sector of practice. As the former deputy director of a citywide community land trust in New Orleans, she has been involved in innovative housing initiatives and understands the financing tools, economic constraints, and capacity needs involved in implementing a successful housing strategy. Nicole Joslin, ACDDC's Executive Director and team lead, brings architectural, green building, and regulatory experience to the table, as well as an extraordinary list of partners and contacts in Austin's housing community. Our key junior staff include Meghan Skornia of Asakura Robinson, who has years of experience in zoning and land use planning, and Maria Torrado of ACDDC, who helped to develop the University of Texas Corridor Preservation Tool while receiving her PhD at the university. We bring additional junior staff and capacity to help execute tasks efficiently and support all engagement, analysis, and document production needs.

Our team believes that a community with diverse housing options is a resilient, economically successful, and equitable community. We know the challenges of bringing residents, policymakers, developers, and stakeholders together to agree on a joint strategy, and are impressed at the progress that the Strategic Housing Blueprint has delivered. We also believe that implementation occurs when there is deep engagement of the relevant communities throughout the process, and are therefore excited by and ready to tackle the stakeholder engagement tasks specified in the RFP. ACDDC, with their local knowledge and large contact base of housing leaders, will lead the organization of engagement, with Asakura Robinson contributing and collaborating on all content for engagement.

We appreciate the opportunity to submit a proposal to the City of Austin for this exciting initiative and hope to be selected to deliver a successful implementation plan.

Sincerely,

A handwritten signature in blue ink that reads "Alex Miller".

Alexandra Miller, Principal

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Total Evaluated Cost	59
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1

REQUIRED DOCUMENTS



i. Signed Addenda



ADDENDUM CITY OF AUSTIN, TEXAS

Solicitation: RFP 7200 JRH0109

Addendum No: 1

Date of Addendum: 8/31/2017

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Additional Information:** The attendance log for the Pre-Proposal Conference is attached.
- II. **Clarification:** Section 0500: Scope of Work has been modified. The solicitation documents have been replaced to reflect this modification.
- III. **Questions:**
Q: If a vendor wanted to submit a proposal as a joint venture, would this trigger SMBR involvement?
A: No, vendors must contact SMBR when subcontracting. A joint venture is not a subcontract.
- IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

A handwritten signature in blue ink, appearing to read "John Hilbun".

John Hilbun, Contract Mgmt Specialist IV
Purchasing Office, 512-974-1054

08/31/17
Date

ACKNOWLEDGED BY:

A handwritten signature in blue ink, appearing to read "Zechariah Locken".

Name

A handwritten signature in blue ink, appearing to read "Zechariah Locken".

Authorized Signature

9/11/2017
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

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ii. Signed Offer Sheet



CITY OF AUSTIN, TEXAS Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: JRH0109

DATE ISSUED: August 14, 2017

REQUISITION NO.: RQM 17072400653

COMMODITY CODE: 91863

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

John Hilbun
Contract Mgmt Specialist IV

Phone: (512) 974-1054

E-Mail: john.hilbun@austintexas.gov

Sandy Brandt
Procurement Specialist IV

Phone: (512) 974-1783

E-Mail: sandy.brandt@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Strategic Housing
Blueprint Implementation

PRE-PROPOSAL CONFERENCE TIME AND DATE: 2:00 PM
CST August 28, 2017

Conference Number: (512) 974-9300 Participant Code: 895571

LOCATION: 1000 E. 11th Street, Suite 200B, Austin, TX 78702

PROPOSAL DUE PRIOR TO: 2:00 PM CST September 14,
2017

PROPOSAL OPENING TIME AND DATE: 3:00 PM CST
September 14, 2017

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 7200 JRH0109	Purchasing Office-Response Enclosed for Solicitation # RFP 7200 JRH0109
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: ASAKURA ROBINSON COMPANY, LLC
Company Address: 816 CONGRESS AVE. SUITE 1270
City, State, Zip: AUSTIN, TX 78701
Federal Tax ID No. _____
Printed Name of Officer or Authorized Representative: ZAKCO LOCKREM
Title: PRINCIPAL
Signature of Officer or Authorized Representative: 
Date: 9/13/2017
Email Address: ZAKCO@ASAKURAROBINSON.COM
Phone Number: (512) 351-9601

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

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iii. Section 0605

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	ASAKURA ROBINSON COMPANY	
Physical Address	816 CONGRESS AVE. STE. 1270, AUSTIN, TX 78701	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	AUSTIN COMMUNITY DESIGN AND DEVELOPMENT CENTER	
Physical Address	1210 ROSEWOOD AVE. AUSTIN, TX 78702	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

iv. Section 0800

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 11th day of SEPTEMBER, 2017

CONTRACTOR

Authorized
Signature

Title

ASAKURA ROBINSON



PRINCIPAL

CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION
(Please duplicate as needed)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Alexandra Miller	Asakura Robinson	Prime	\$ 53.00 / hr	Managing Principal
Meghan Skornia	Asakura Robinson	Prime	\$ 26.33 / hr	Associate Planner
Brianna Frey	Asakura Robinson	Prime	\$ 22.66 / hr	Planner
Elizabeth van der Els	Asakura Robinson	Prime	\$ 26.00 / hr	Associate Planner

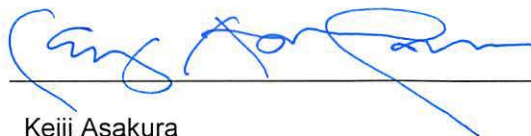
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: Asakura Robinson Company, LLC

Signature of Officer
or Authorized
Representative:



Date: 01/04/2018

Printed Name: Keiji Asakura

Title: President

Section 0815: Living Wages Contractor Certification

Company Name Austin Community Design and Development Center (ACDDC)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontracting directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

- (1) The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Nicole Joslin	ACDDC	Sub	\$26.44/hour	Executive Director
Marla Torrado	ACDDC	Sub	\$23.56/hour	Program Coordinator
Rich MacMath	ACDDC	Sub	\$24.04/hour	Design Director

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
 (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause, subject the firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of the Contractor who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$13.50 per hour.

vi. Section 0835

Section 0835: Non-Resident Bidder Provisions

Company Name ASAKURA ROBINSON COMPANY

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

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vii. Section 0900

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: **JRH0109**

SOLICITATION TITLE: **STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION**

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	ASAKURA ROBINSON COMPANY, LLC		
City Vendor ID Code	ASA0322718		
Physical Address	816 CONGRESS AVE. SUITE 1270		
City, State Zip	AUSTIN, TX 78701		
Phone Number	(512) 351-9601	Email Address	alexandra@asakurabinson.com
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p>			
ZAKCO LOCKREM, Principal Name and Title of Authorized Representative (Print or Type)		 Signature/Date	
		9/13/2017	

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viii. Section 0905

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: **RFP #7200 JRH0109**

SOLICITATION TITLE: **STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION**

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☒ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☒ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

- ☒ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: **KFP# 7200 JRH0109**

SOLICITATION TITLE: **STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION**

☒ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

* ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

* ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

* Please refer to page 23: SMER contract and documentation of correspondence indicating that the prime consultant is MBE/DBE certified under the commodity code of 91863 (Housing Consulting) for this project and confirmation that GFE would not be required.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP # 7200 JRH0109
SOLICITATION TITLE: STRATEGIC HOUSING BLUEPRINT IMPLEMENTATION

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code	V50000029805
Contact Person	Nicole Joslin Phone Number: (512) 220-4254
Additional Contact Info	Fax Number: E-mail: nicole.joslin@acddc.org
Amount of Subcontract	\$73,560
List commodity codes & description of services	91863 Housing Consulting
Justification for not utilizing a certified MBE/WBE	Prime firm is MBE certified and GFE conducted

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
Laura Moreno	8/29/2017	<input type="checkbox"/> Phone OR <input checked="" type="checkbox"/> Email	Clarification regarding GFE requirements + Request availability list for M/WBE firms for commodity code 91863

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

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SMBR CONTACT

Asakura Robinson is a certified Austin MBE under the commodity code for this project, 91863. We received mixed feedback about whether the Good Faith Effort process would be necessary to add a subcontractor in light of our qualified status, as shown below. As an MBE ourselves, we value DBE participation highly - so we did call and email all firms on the qualified list for the appropriate commodity code as sent by the SMBR office but were unable to form a relationship with any of them, for reasons documented in the attached emails and phone log.

9/7/2017

Mail - alexandra@asakurarobinson.com

RE: RFP # JRH0109

Moreno, Laura <Laura.Moreno@austintexas.gov>

Fri 9/1/2017 10:17 AM

Inbox

To: Alexandra Miller <alexandra@asakurarobinson.com>;

1 attachments (305 KB)

JRH0109- Availability List - Asakura Robinson.pdf;

Greetings Ms. Miller,

Since Asakura Robinson is a certified firm, the GFE requirement does not apply. I have attached the availability list for 91863 – Housing Consulting for your convenience. Please let me know if you have any additional questions.

Thank you,

Laura Moreno

Laura Moreno

Business Development Counselor | Compliance Division

City of Austin | Small & Minority Business Resources

Office: 512-974-6668 | Email: laura.moreno@austintexas.gov

From: Alexandra Miller [<mailto:alexandra@asakurarobinson.com>]

Sent: Tuesday, August 29, 2017 6:09 PM

To: SMBRComplianceDocuments

Cc: Brendan Wittstruck

Subject: RFP # JRH0109

Hello -

I wanted to check in on some questions related to RFP #JRHO109, Strategic Housing Blueprint Implementation. Asakura Robinson, an Austin MBE firm, is planning to bid on this project as prime. Currently the project has no M/WBE participation goals. We are, however, considering bringing on a subconsultant with some unique knowledge of the housing industry and stakeholders in Austin.

As an MBE prime firm, if we choose to subconsult to any other entity on this project, are we still subject to the Good Faith Effort process? If so - would you be able to send me a list of M/WBE consultants who meet the need for an in-depth knowledge of the housing industry, and affordable housing issues specifically, in Austin? I am not sure if you need a commodity code for this; the commodity code for the RFP overall is 91863.

Thank you!
Alex Miller

M/WBE FIRMS CONTACT DOCUMENTATION | AVAILABILITY LIST

City of Austin Subcontract Vendor List - VCRCVS					
Trade Summary Name: JRH0109 - Asakura Robinson					
Created By: McCutchin, Keisha					
Date: 08/31/2017 Availability As Of: 08/31/2017					
C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
Vendors Within the SLBP Area					
91863 Housing Consulting					
	V00000909861 ANA D GALLO 1501 Barton Springs Rd #230 Austin Tx 78704	512-236-0868 5122360868 ana@anagallo.com	MWDB	F/Hispanic	AU
	CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009	512-476-1812 512-376-7304 CDA@CARTERDESIGN.NET	MWDB	F/African American	AU
	VS0000021229 COMMUNITY DEVELOPMENT MANAGEMENT CO INC 317 South Main Street Lockhart Tx 78644	512-398-7129 512-376-7304 rudyr@ccaustin.com	MDB	M/Hispanic	SL
	V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751	512-203-6110 sarah.gamble@gocoastin.com	WB	F/Caucasian	AU
	V00000934802 Leading Technology Advisors, LLC 430 Torrington Drive Austin Tx 78737	5129535335 info@leadingtechnologyadvisors.com	MDB	M/Hispanic	SL
	V00000921257 Woollard Nichols and Associates 3308 Treadsoft Cove Austin Tx 78748	5129409739 kelly@woollardnichols.com	WB	F/Caucasian	AU

City of Austin Subcontract Vendor List - VCRCVS					
Trade Summary Name: JRH0109 - Asakura Robinson					
Created By: McCutchin, Keisha					
Date: 08/31/2017 Availability As Of: 08/31/2017					
C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
Vendors Outside the SLBP Area					
Total in SLBP:				6	
Total Outside SLBP:				0	

M/WBE FIRMS CONTACT DOCUMENTATION | METHOD 1: EMAIL

DBE Outreach: JRH0109 Strategic Housing Blueprint Implementation

Alexandra Miller

Thu 9/7/2017 2:46 PM

To: Alexandra Miller <alexandra@asakurarobinson.com>;

Cc: Margaret Robinson <margaret@asakurarobinson.com>;

Bcc: ana@anagallo.com <ana@anagallo.com>; cda@carterdesign.net <cda@carterdesign.net>; rudyr@ccaustin.com <rudyr@ccaustin.com>; sarah.gamble@gocoaustin.com <sarah.gamble@gocoaustin.com>; info@leadingtechnologyadvisors.com <info@leadingtechnologyadvisors.com>; kelly@woollardnichols.com <kelly@woollardnichols.com>;

Hello,

Asakura Robinson is pursuing RFP #JRH0109 from the City of Austin and we are conducting DBE outreach for teaming partners.

Scope of Work: We would like to engage a subconsultant to help us with corridor analysis and housing partner engagement. Prerequisites for this partner would be an extremely strong knowledge of the affordable housing development and fair housing community in Austin, a deep understanding of affordable housing finance and policy, and a research background such that the group is able to use the University of Texas Corridor Housing Preservation Tool. Work would include meeting scheduling and logistics; direct facilitation of interviews, focus groups, and larger meetings with non-profit and for-profit housing developers and community participants; and technical work utilizing the UT tool for mapping and analysis.

If you are interested, please reply with:

- A list of projects you have completed within the City of Austin that involve a wide variety of housing stakeholders, including your role in the project and the types of stakeholders involved
- Information on your familiarity with the UT Corridor Housing Preservation Tool and its applications
- Information on your familiarity with affordable housing finance and policy concepts.

Thank you - we appreciate your interest in this project.

--

Alexandra Miller, AICP, Principal

asakura robinson

HUB | Small Business | DBE | MBE

P: 504.300.0830

M/WBE FIRMS CONTACT DOCUMENTATION | METHOD 2: PHONE

Name of Firm	Phone # Called	Date & Time	Result
Ana D. Gallo	512-236-0868	9/7/2017 2:12PM	Fax machine noise, unable to leave message. Received no response to email
Carter Design Assoc.	512-476-1812	9/7/2017 2:14PM	Spoke with Donna Carter. Agreed this project may not be the right fit but we should partner in the future. Later confirmed this by email.
Community Development Management Co	512-203-6110	9/7/2017 3:09PM	Left message for Sarah Gamble. We later corresponded by email but did not receive follow-ups and documentation in time to partner; records are included in this proposal.
Leading Technology Advisors, LLC	512-953-5335	9/7/2017 3:11PM	Left message on general answering machine. Received no response to call or email.
Woollard Nichols and Associates	512-940-9739	9/7/2017 3:16PM	Left message for Kelly. Received no response to call or email.

M/WBE FIRMS FOLLOW-UP DOCUMENTATION | GO COLLABORATIVE

Re: DBE Outreach: JRH0109 Strategic Housing Blueprint Implementation

Alexandra Miller

Tue 9/12/2017 6:21 PM

To: Sarah Gamble <sarah.gamble@gocoaustin.com>;

Thanks Sarah, we appreciate the interest but I do think it may be too late to put this together the way we would want to in order to make a partnership work and turn in the submittal on time. Your firm sounds very interesting though and I would love a chance to meet you when I am next in Austin. If that's Ok, I'll be in touch to schedule a coffee meeting when I come in!

Sent from mobile

On Sep 12, 2017, at 11:17 AM, Sarah Gamble <sarah.gamble@gocoaustin.com> wrote:

Hello Alexandra -

Thanks again for your message - and my delayed response. I am interested in the project, yet Thursday is a very quick turn-around to determine scope and provide all of the needed information for the RFP. Are you still working through the process with others who have expressed interest? Or has the team been finalized?

My interest stems from my experience as Architect at the Austin Community Design and Development Center. This non-profit architecture + planning firm is solely focused on affordable housing - design, advocacy, and education. Over 3 years or so, I advocated for infill / missing middle housing + designing homeless transitional housing for Green Doors.

Let me know if this experience - matched with our community engagement past projects with COA Parks + Rec, Urban Design, and Public Art Program would be a helpful addition.

Best,
Sarah

On Fri, Sep 8, 2017 at 1:54 PM, Alexandra Miller <alexandra@asakurarobinson.com> wrote:

Thanks Sarah - the RFP is due next week on the 14th. We did not find it until a little while ago and are playing catch-up.

The project schedule is 12 months upon award.

We have had some other expressions of interest and may end up splitting up the scope as defined below based on qualifications and areas of interest. There is no defined budget or DBE goals for the project; we are working through this and will collaborate to determine what's needed based on the scope.

Best,
Alex

Sent from mobile

On Sep 8, 2017, at 12:29 PM, Sarah Gamble <sarah.gamble@gocoaustin.com> wrote:

Dear Alexandra -

Thanks for your email and follow-up phone call. We do have in-depth knowledge of affordable housing development, the planning issues you referenced, and community engagement processes. I'd be interested to talk with you further - with a couple clarifications.

Can you give me an idea of the RFP timeline? And project schedule?
The budget for the scope of work you outlined?

Thanks,
Sarah Gamble

On Thu, Sep 7, 2017 at 2:46 PM, Alexandra Miller <alexandra@asakurarobinson.com> wrote:

Hello,

Asakura Robinson is pursuing RFP #JRH0109 from the City of Austin and we are conducting DBE outreach for teaming partners.

Scope of Work: We would like to engage a subconsultant to help us with corridor analysis and housing partner engagement. Prerequisites for this partner would be an extremely strong knowledge of the affordable housing development and fair housing community in Austin, a deep understanding of affordable housing finance and policy, and a research background such that the group is able to use the University of Texas Corridor Housing Preservation Tool. Work would include meeting scheduling and logistics; direct facilitation of interviews, focus groups, and larger meetings with non-profit and for-profit housing developers and community participants; and technical work utilizing the UT tool for mapping and analysis.

If you are interested, please reply with:

- A list of projects you have completed within the City of Austin that involve a wide variety of housing stakeholders, including your role in the project and the types of stakeholders involved
- Information on your familiarity with the UT Corridor Housing Preservation Tool and its applications
- Information on your familiarity with affordable housing finance and policy concepts.

Thank you - we appreciate your interest in this project.

--

Alexandra Miller, AICP, Principal

asakura robinson

HUB | Small Business | DBE | MBE

P: [504.300.0830](tel:504.300.0830)

C: [224.619.4400](tel:224.619.4400)

M/WBE FIRMS FOLLOW-UP DOCUMENTATION | CARTER DESIGN

Re: DBE Outreach: JRH0109 Strategic Housing Blueprint Implementation

Donna D. Carter, FAIA <cda@carterdesign.net>

Fri 9/8/2017 3:33 PM

Inbox

To: Alexandra Miller <alexandra@asakurarobinson.com>;

Cc: Margaret Robinson <margaret@asakurarobinson.com>;

Alexandra,

I enjoyed speaking with you yesterday. I wish I had just the right mix of experience the RFQ requires as I would very much like to work with your firm again, and this seems like a very interesting project. We can be of assistance in all areas except the Corridor Preservation Tools and technical data analysis through our work with the Housing Authority (HACA) and the Austin Revitalization Authority (ARA) as well as community based master planning efforts done over the past 30 years. Hopefully there will be a fit on other projects that our firms might pursue. Have a great weekend.

Donna D. Carter, FAIA

CARTER • DESIGN ASSOCIATES

[817 West Eleventh Street](#)
[Austin, TX 78701](#)

Phone: 512-476-1812

Fax: 512-476-1819

e-mail: cda@carterdesign.net

On 9/7/2017 2:46 PM, Alexandra Miller wrote:

Hello,

Asakura Robinson is pursuing RFP #JRH0109 from the City of Austin and we are conducting DBE outreach for teaming partners.

Scope of Work: We would like to engage a subconsultant to help us with corridor analysis and housing partner engagement. Prerequisites for this partner would be an extremely strong knowledge of the affordable housing development and fair housing community in Austin, a deep understanding of affordable housing finance and policy, and a research background such that the group is able to use the University of Texas Corridor Housing Preservation Tool. Work would include meeting scheduling and logistics; direct facilitation of interviews, focus groups, and larger meetings with non-profit and for-profit housing developers and community participants; and technical work utilizing the UT tool for mapping and analysis.

If you are interested, please reply with:

- A list of projects you have completed within the City of Austin that involve a wide variety of housing stakeholders, including your role in the project and the types of stakeholders involved
- Information on your familiarity with the UT Corridor Housing Preservation Tool and its applications
- Information on your familiarity with affordable housing finance and policy concepts.

Thank you - we appreciate your interest in this project.

--

Alexandra Miller, AICP, Principal

asakura robinson

HUB | Small Business | DBE | MBE

P: 504.300.0830



2

EXPERIENCE + QUALIFICATIONS



Firm Qualifications

Asakura Robinson *Leadership, Planning*

Asakura Robinson is a planning, urban design, and landscape architecture firm which strengthens environments and empowers communities through innovation, engagement, stewardship, and an integrated design and planning process.

Founded in 2004 by Keiji Asakura and Margaret Robinson, the firm has built a solid reputation for sustainable design solutions and design excellence. We strive to assist visionary clients to spur positive change through a collaborative design process. We focus on engaging communities in ever more diverse project contexts while maintaining a high level of creativity and collaboration in every endeavor.

Three key values inform all of our work: interaction, diversity and innovation. We value the ability of the public to participate in our projects, creating places that encourage social interaction, and our staff’s deep engagement in our communities. We value our diverse workplace and communities and seek to optimize existing community-based and ecological resources. Finally, we value creativity in our processes, materials, technology, collaborations, approach, and design palette.

FULL NAME & ADDRESS

Asakura Robinson
Company LLC
816 Congress
Avenue, Suite 1270
Austin, TX 78701

OWNERSHIP

Partnership

YEARS IN BUSINESS

13 Years

STATES LICENSED TO
OPERATE

Texas, Louisiana

ACDDC *Stakeholder Engagement Lead, Corridor goals analysis using UT Corridor Preservation Tool*

ACDDC is a 501(c)3 non-profit design professional organization whose mission is to improve the quality of life for all through community engaged design. ACDDC envisions a network of inclusive and sustainable neighborhoods achieved through an empowered community, a nurturing built environment, and supportive policy and regulation.

The principals of ACDDC are registered architects, LEED accredited professionals, experienced researchers, and community planners who utilize their training in architecture, sustainable development practices, green building, and community engagement to serve local affordable housing development organizations, educational institutions, and the Austin community at large.

Since its founding in 2006, ACDDC has partnered with local non-profits, affordable housing providers, governmental agencies, and local and national foundations, and higher education institutions to provide full architecture, sustainability consulting, project management, community/stakeholder engagement, facilitation, project programming, and grant writing services. ACDDC’s breadth of experience includes single-family and multifamily residential, educational institutions, green technology implementation, green building policy creation, and neighborhood and community sustainability planning.

FULL NAME & ADDRESS

Austin Community
Design and
Development Center
1210 Rosewood Ave
Austin, TX 78702

OWNERSHIP

Non-Profit design
professional
organization

YEARS IN BUSINESS

11 Years

Unique Qualifications

Whether focusing on economic development or housing, long range planning visions or urban design projects, successful implementation is at the core of our planning and urban design work. Our projects include plans, designs, and studies that have helped urban suburban, and rural communities shape their future in ways that are consistent with residents' needs and visions. They range from long range strategic plans - Livable Centers studies for five districts in Houston - to focused studies on housing, workforce development, or the public realm. The common thread between our projects is our emphasis on engaging stakeholders, residents, and businesses, and developing a shared consensus around the future path of a community.

Asakura Robinson brings extensive experience with creating data-driven studies that create consensus among multiple stakeholders and generate implementation.

AFFORDABLE & FAIR HOUSING

Asakura Robinson's work often focuses on assisting low-income urban communities with plans that lift up community assets, culture, and economic potential while working to mitigate quality of life and affordability issues for residents. Our approach emphasizes linked efforts that leverage new resources for growth



South Central Waterfront Vision Framework, Austin, TX

and development, while ensuring that existing residents enjoy and benefit from the change that results. Our team members have experience with citywide housing plans and fair housing education programs, such as the ongoing HousingNOLA process in New Orleans. We understand how property values, insurance markets, historic housing stock, and economic growth combine to create unique housing markets that can be "tipped" through public-sector intervention that incentivizes private market action. Our staff also has experience working with CDCs and establish community land trusts to ensure the provision of affordable housing that allows for revitalization without displacement. In addition, we recognize that culture and vernacular play a large role in whether communities buy in to new ideas. We ground our planning in observation and interaction with community members and stakeholders to ensure

that the community remains familiar and welcoming to long-time and new residents. Our strategies provide a strong vision, connect residents to opportunity, and respect their neighborhood's look and feel.

A LOCAL PARTNER

Asakura Robinson offers a wealth of knowledge and experience with Austin issues. Our firm has investigated, evaluated and designed numerous projects for the City of Austin and our key personnel are intimately aware of the community's values and concerns as well as ordinances and regulations. Through our project experience and active community involvement, we have developed a keen understanding of current Austin issues including its expansive growth rate and the related pressure placed on public services especially in the maintenance realm.



ACDDC

EXPERIENCE & PARTNERSHIPS

By facilitating stakeholder engagement paired with professional services, ACDDC assists clients to fundraise, develop, design, and construct community projects based on their visions and goals. In partnership with other Austin-based organizations and neighborhood groups, ACDDC has helped develop hundreds of units of green affordable housing, educated hundreds of residents about green building, consulted on green policy changes regarding City codes, guided non-profit and housing funding practices, and expanded the capacity of at least fifteen local organizations to provide green built homes to lower-income families. ACDDC staff and board members also serve in leadership capacities for local affordable housing and development coalitions across the city.

Completed and current projects include the St. George's Court Senior Living Community, Arbor Terrace Apartments (a HUD NSP project), Skyline Terrace and Sierra Vista Apartments (Low Income Housing Tax Credit projects), Gaston Place Apartments (a Housing Authority of the City of Austin Property), the Guadalupe-Saldana Net-Zero Subdivision (a former brownfield site), the Alley Flat Initiative (non-profit and private affordable infill across Austin), and Pecan Springs Commons.

COLLABORATIVE SPIRIT

ACDDC begins each project with an inclusive community engagement approach. As a project manager and/or consultant, ACDDC staff facilitates an integrative design process through collaborations with the client, community stakeholders, professional consultants, and other non-profits.

For example, ACDDC collaborated with the LBJ Wildflower Center, Austin Energy, four architecture firms, a civil engineer, a landscape architect and residents of the Govalle neighborhood to develop the Guadalupe-Saldana Net-zero Subdivision for the Guadalupe Neighborhood Development Corporation. Our integrative model provides opportunities for participation, innovation, collaboration, and long-term sustainability at a variety of scales.

ACDDC has also collaborated with governmental partners to incubate local economic development initiatives such as the Soul-y Austin Business District pilot program. ACDDC staff engaged city and business stakeholders in three commercial corridors to develop a district vision and plan to guide activities of emerging merchants associations.



GREATER NEW ORLEANS HOUSING ALLIANCE

HousingNOLA Implementation

LOCATION

New Orleans, LA

CLIENT / OWNER

Greater New Orleans
Housing Alliance
Andreanecia Morris
President / Chair
4640 S Carrollton Ave.,
#160
New Orleans, LA 70119
(p) 504.224.8301
(e) amorris@gnoha.org

YEAR & LENGTH

2016

FEE

\$ 26 K

KEY PERSONNEL

Alexandra Miller, AICP
Principal-in-Charge /
Project Manager

SERVICES PROVIDED

Affordable Housing
Urban Planning
Public Engagement

FINAL REPORT

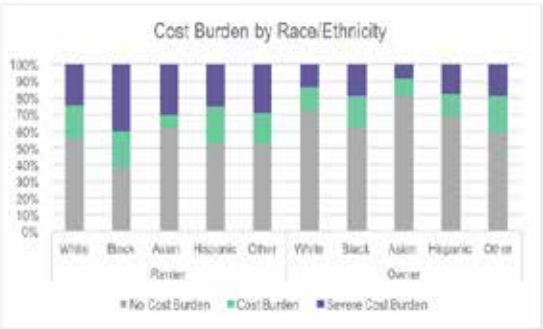
<https://goo.gl/tzcf3a>

PROJECT DESCRIPTION

The HousingNOLA Plan provides a comprehensive 10-year strategy for housing production, quality, affordability, and rehabilitation throughout New Orleans aimed at generating equitable long-term outcomes. Asakura Robinson contracted with the Greater New Orleans Housing Alliance to develop an implementable strategy for increasing transit-oriented development (TOD) in areas with high-frequency transit routes. The goals of the study included improving job access for transit-dependent individuals; increasing the potential for affordable and market-rate growth of housing units near amenities and schools; and developing a framework for multiple scales of density within neighborhoods, along corridors, and at key nodes and intersections.

The frameworks and recommendations in the “Transit-Oriented Development for New Orleans” report combine best practices in transit-oriented development nationwide, HousingNOLA’s recommendations on increasing affordability for New Orleanians, and an in-depth examination of the Master Plan and comprehensive zoning ordinance to identify specific, targeted areas for creating TOD in New Orleans. The recommendations also encompass transit routes that should be considered for improved headways during NORTA’s upcoming Strategic Master Plan process in order to increase job access and TOD potential.

Cost Burden by Race and Ethnicity in New Orleans



“Asakura Robinson did a great job in identifying opportunity areas where change could proceed in a way that kept our entire coalition of housing advocates on board and ready to endorse our recommendations.... Alex Miller and her team are thorough in investigating every angle of a housing challenge and finding opportunities to move the ball forward.”

Andreanecia Morris
President / Chair, Greater New Orleans Housing Alliance



CITY OF AUSTIN

Soul-Y Austin

District Visioning, Planning, and Design

LOCATION

Austin, TX

CLIENT / OWNER

City of Austin, Economic
Development Department
Nicole Klepadlo
Redevelopment Project
Manager
301 W. 2nd Street,
Suite 2030
Austin, TX 78701
(p) 512.974.7739
(e) nicole.klepadlo@
austintexas.gov

YEAR & LENGTH

2016 - 2017

FEE

\$ 55 K

KEY PERSONNEL

Zakcq Lockrem, AICP
Principal-in-Charge /
Project Manager

Alexandra Miller, AICP
Principal Planner

Meghan Skornia
Project Planner

Brianna Frey
Project Planner

SERVICES PROVIDED

Urban Planning
Public Engagement

PROJECT DESCRIPTION

As the 11th largest city in the United States, Austin is experiencing rapid transformation with demographic shifts and population growth. With over 80% of Austin businesses employing under 20 people, these economic conditions have presented a unique opportunity and challenge for Austin's strong small business community. Recognizing the significance of and role that business districts play in creating socially and economically healthy neighborhoods, the City of Austin launched Soul-y Austin Business District Incubator to shepherd well-defined commercial areas into developing self-sustaining merchant associations, with targeted education and support services. The program offers services to an organized business group to enhance and support the small, local businesses that have defined the soul of Austin.

Outreach completed to date includes individual interviews, open house meetings, and the first activity that identifies strengths, weaknesses, opportunities, and challenges. Many businesses have expressed concerns of district identity, rising rents and property taxes, and loss of their local customer base. They see the opportunity to enhancing the public realm through sidewalk enhancements and traffic calming measures. They can also support each other's business profitability through group discounts programs or weekend events that promote neighboring businesses.

As part of this multiple month long commitment, Asakura Robinson is providing district visioning,



planning, and design services aimed at building capacity, harnessing a vision for the business districts, and forming an organizational structure that provides stability through the formation of a merchants association. The results will be a unified vision and a business strategy document that details the district's goals, needs, and action items that will benefit all the businesses within the district.



CITY OF NEW ORLEANS

Alignment of Public Incentives for Strategic Outcomes

LOCATION

New Orleans, LA

CLIENT

HR&A Advisors
Kurt Vangel
Principal
555 Fayetteville Street
Suite 300
Raleigh, NC 27601
(p) 919.390.3004
(e) kvangel@hraadvisors.com

YEAR & LENGTH

2017

FEE

\$ 60 K

KEY PERSONNEL

Alexandra Miller, AICP
Principal-in-Charge

SERVICES PROVIDED

Economic Development
Affordable Housing
Public Engagement

PROJECT DESCRIPTION

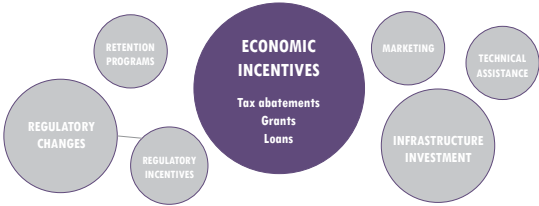
Asakura Robinson is currently working as a subconsultant for HR&A Advisors to address the housing analysis and community engagement components of this exciting study for the City of New Orleans. The study focuses on bringing the City’s public incentive programs for housing and economic development into clear alignment with the planning goals that have been established and vetted through numerous community processes over the last 10 years.

Asakura Robinson has worked to collect relevant data around the performance of the City’s housing and economic development programs, and has created cost-benefit analyses related to the City’s housing programs that reveal the different amounts of leverage available for various affordable housing programs, including federal HOME and CDBG dollars and local housing trust fund dollars. We are conducting a deep-dive analysis of the city’s rental housing subsidy program to create benchmarks for subsidizing rental housing at various income levels and with various terms (years) of affordability.

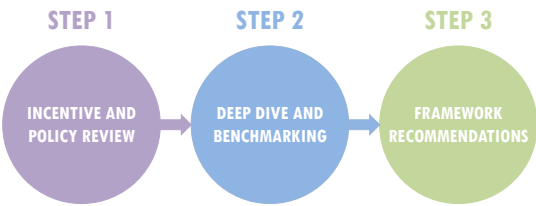
Our community engagement work for this project engaged local stakeholders and residents in examining the City’s policy goals and incentive programs and suggesting priorities and investment opportunities within their neighborhoods and their

STUDY OBJECTIVES

Study focus is economic incentives:
Incentives with a monetary value that encourage private-sector actions.



STUDY PROCESS



fields of professional work. The engagement process covered all five New Orleans council districts and a special Downtown meeting that reviewed the special needs of this employment center.



HOUSTON-GALVESTON AREA COUNCIL

Kashmere Gardens Livable Centers Study

LOCATION

Houston, TX

CLIENT / OWNER

Houston-Galveston Area Council
Cheryl Mergo
Project Manager
3555 Timmons Lane,
Suite 120
Houston, TX 77002
(p) 713.993.2443
(e) cheryl.mergo@h-gac.com

KEY PERSONNEL

Zakcq Lockrem, AICP
Principal-in-Charge /
Project Manager

Alexandra Miller, AICP
Principal Planner

SERVICES PROVIDED

Urban Planning
Urban Ecology
Public Engagement
Community Development

FEE

\$ 212 K

YEAR & LENGTH

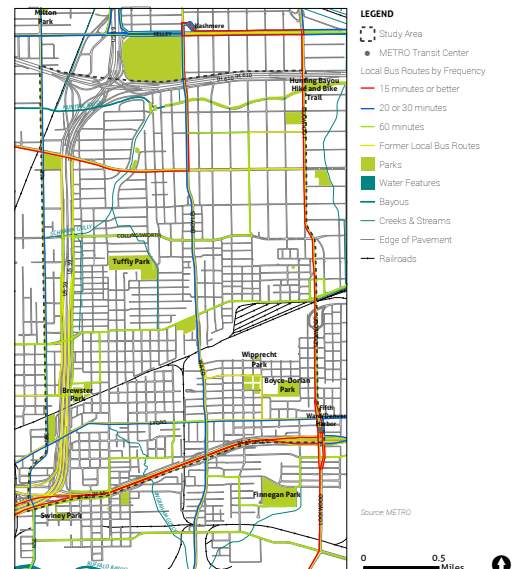
2016 - 2017 (9-months)

PROJECT DESCRIPTION

Kashmere Gardens, a neighborhood located northeast of Downtown Houston, is a historically African-American community with a number of environmental challenges: it is surrounded by highways, rail lines and rail yards; many homes are located in the 100-year floodplain, though a project currently underway on Hunting Bayou will help provide flood protection; and there are a number of Superfund sites at varying stages of remediation in the vicinity. Our work on the Kashmere Gardens Livable Centers project for the Near Northside Management District focused on improvements such as tree cover to minimize pollution from nearby highways; quiet zones and elevated grade crossings to remove rail barriers, enable access for emergency vehicles, and decrease noise pollution; and increased community involvement with the Hunting Bayou project to ensure input on recreational opportunities and transportation changes associated with this major infrastructural change.



Transit Connectivity



PROJECT EXPERIENCE

ACDDC

Guadalupe-Saldana Netzero Subdivision

GUADALUPE NEIGHBORHOOD DEVELOPMENT CORPORATION | AUSTIN, TX

The Guadalupe-Saldana Netzero Subdivision is an 11 acre infill project in Austin's Govalle Neighborhood, which at full development will provide 58 affordable home ownership opportunities and 32 affordable rental units. The owner and design team partnered with Austin Energy to design and construct a 100% affordable net-zero subdivision. The 7 acre brownfield site and adjacent 4 acre parcel was successfully remediated and developed with affordable housing, public green spaces, and a community-learning center. 35% of the homes will be available to renters at 60% of Median Family Income (MFI) or less and 65% of the homes will be available for home ownership at 80% MFI or below. 60 of the homes will be constructed to produce as much energy as they consume (net-zero) and the remainder of the homes will be net-zero capable. For Austin Energy and the community-at-large, this project is an opportunity to provide much needed affordable housing, while conducting innovative research to understand the relationship between the electricity distribution grid and energy producing subdivisions.

Alley Flat Initiative

AUSTIN, TX

The Alley Flat Initiative proposes sustainable, green affordable housing alternatives for Austin. "Alley Flats" are small, detached secondary dwelling units, often accessed from Austin's extensive network of underutilized alleys. The long-term objective is to create an adaptive and self-perpetuating delivery system for sustainable and affordable housing in Austin. The Alley Flat "delivery system" includes not only efficient housing designs incorporating sustainable technologies, but also innovative methods of financing and home ownership that benefit all neighborhoods in Austin.

AFI has completed construction of six homes and ten additional homes are under construction or in development.

ACDDC

Austin Community Design and Development Center

Design Matters



CLIENT / AGENCY NAME

Guadalupe Neighborhood Development Corporation

YEAR / DURATION

2010

PROJECT BUDGET

Infrastructure: \$2.2M

Construction: \$ 14M

RECOGNITION

- SEED Honorable Mention for Excellence in Public Interest Design 2012
- Kresge Foundation Planning Grant
- Enterprise Community Partners grant

ROLE

- Architecture
- Feasibility Study
- Fundraising + grant writing
- Community Input
- Management & Coordination
- Green Building Consulting



CLIENT / AGENCY NAME

Non-profit Community Development Organizations and Private Homeowners

YEAR / DURATION

2010

PROJECT BUDGET

Construction Budget: \$100,000 - \$150,000 per Alley Flat

RECOGNITION

- Meadows Foundation Program Expansion Grant 2015-current
- Lowering the Cost of Housing Competition 2013
- AIA Community Vision Award 2013
- Envision Central Texas Award for Redevelopment 2009 & 2011
- USGBC Excellence in Green Building Curriculum Recognition Award and Grant 2008

ROLE

- Architecture
- Fundraising + grant writing for construction and AFI operations;
- Project management; Programming; Permitting; Coordination with Austin Energy Green Building Program and City of Austin's S.M.A.R.T. Housing Program;
- Creator / navigator of novel financing program for low- and moderate-income homeowners to access financing.

Colony Park Master Plan

CITY OF AUSTIN | AUSTIN, TX

The Colony Park Master Plan project focused on transforming 208 acres of undeveloped City property and 93 acres of parkland into a complete community with opportunities to live, work, play, learn, and shop. As part of the Colony Park team comprised of over 16 firms, ACDDC performed the role of sustainable design consultant and contributed to the design guidelines portion of the master plan including green building requirements and devising guidelines to ensure property owners, such as businesses, had the proper solar access for future on-site renewable energy production. In order to fulfill this role, ACDDC participated in four community planning workshops by providing table facilitation services, and by responding to visual preference surveys that indicated a community preference for green building and on-site renewable energy installations. The community engagement process for this project lasted for over 7 months from October 2013 through April 2014 and resulted in a master plan that was approved by the Austin City Council in December of 2014 with strong community support.



CLIENT / AGENCY NAME
City of Austin

RECOGNITION
American Planning Association Texas Chapter Project Planning Award 2016

SERVICES

- Community engagement and charrette facilitation;
- Affordable housing, single family and multi-family, feasibility studies;

- Net-zero energy homes neighborhood planning and residential design guidelines;
- Green building guidelines and ratings;
- Energy conservation measures

Soul-y Austin Business District Incubator Pilot

CITY OF AUSTIN | AUSTIN, TX

Soul-y Austin is a program of the City of Austin Economic Development Department to empower business owners by encouraging them to share their vision; assess their district; organize to identify goals; develop a district plan; then anchor leadership in the district to advocate for the future they envision. The program pilot included three districts: Red River Cultural District, Manor Road District, and the East 12th Business District. ACDDC provided visioning and planning services for these commercial areas and corridors in collaboration with the City of Austin Economic Development Department. The ACDDC team facilitated multiple workshops in each district to develop a district vision and identify strategies to achieve the district's desired future. Engagement in each district spanned 3-4 months and resulted in a District Plan documenting the process, vision, development strategies, policy recommendations, and a redevelopment analysis.



CLIENT / AGENCY NAME
City of Austin
Economic Development Department

YEAR / DURATION
12-month process for three districts

PROJECT BUDGET
Visioning budget: \$25,000

SERVICES

- Charrette Facilitation and Visioning;
- Commercial Area Plans,
- Project Management



ALEXANDRA MILLER, AICP

PRINCIPAL

ROLE: PRINCIPAL-IN-CHARGE / PROJECT MANAGER

EDUCATION

Master of Urban Planning - with distinction, *Harvard University, Graduate School of Design*

Bachelor of Arts, Anthropology - Summa cum laude, *Northwestern University*

CERTIFICATIONS

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

Planners Network

American Planning Association, *National and Louisiana Chapter*

Alex is an urban planner who specializes in planning for community revitalization and economic development. Her work focuses on economic and social empowerment of communities that helps residents shape their own urban environments. She has extensive experience in community and land-use planning, real estate development, blight reduction strategies, and community engagement. Alex lives in New Orleans, LA.

Alex leads our housing, economic development, and real estate sector, working with our clients and stakeholders to create economic policies, programs, and projects that benefit communities socially and environmentally. Her portfolio includes affordable housing strategies, career pathways studies, revitalization plans, commercial corridor analyses, and other projects designed to ensure that all populations realize opportunity within changing environments. As a former public opinion research professional, she also maintains a special focus on research-based projects that inform our planning and design work across sectors.

EXPERIENCE

COMMUNITY & NEIGHBORHOOD

South Central Waterfront Vision Framework, *Austin, TX* ^A

Westchase Livable Centers Study, *Houston, TX*

Plan Downtown, *Houston, TX*

Kashmere Gardens Livable Centers Study, *Houston, TX*

Pittsburgh Vacant Lot Tool Kit, *Pittsburgh, PA* ^A

Fifth Ward/ Buffalo Bayou/ East End Livable Centers, *Houston, TX*

Fifth Ward TIRZ Expansion Project, *Houston, TX*

Blight Organizing Toolkit, *New Orleans, LA* ^{*}

Livable Claiborne Communities, *New Orleans, LA* ^{*}

Southeast Houston Arts Initiative, *Houston, TX*

NeighborWorks Neighborhood Capacity Building Initiative, *New Orleans, LA* ^{*}

ECONOMIC DEVELOPMENT + AFFORDABLE HOUSING

Public Incentives for Strategic Outcomes, *New Orleans, LA*

St. Louis Land Bank Assessment, *St. Louis, MO*

Housing NOLA Transit-Oriented Development Implementation Plan, *New Orleans, LA*

New Orleans Cultural Economy Research: ArtWorks Grant, *New Orleans, LA*

Commercial Real Estate Market & Partnership Study, *New Orleans, LA* ^{*}

EnviRenew Fund, *New Orleans, LA* ^{*}

Claiborne Corridor Cultural Collaborative (C4) Project, *New Orleans, LA* ^{*}

CONTACT

O: 504.300.0830

E: alexandra@asakurarobinson.com





MEGHAN SKORNIA

ASSOCIATE PLANNER

ROLE: DEPUTY PROJECT MANAGER

EDUCATION

Master of Urban Planning, Urban Design and Community Development Emphasis, *University of Kansas*

Bachelor of Arts, Architectural Studies, *University of Kansas*

CERTIFICATIONS

Service Learning (*University of Kansas, 2013*)

PROFESSIONAL AFFILIATIONS

American Planning Association, *National & Texas Chapter*

Congress for the New Urbanism, *National & Central Texas Chapter*

Meghan is an urban planner from St. Louis, Missouri. Her work to date has focused on zoning, placemaking and public engagement. She is especially passionate about relaying complex planning and zoning issues to the public and exploring new mediums for truly inclusive engagement. Meghan's background in zoning allows her to understand the implications of regulatory reality on planning and design decisions. Her experience also includes project branding and working with multidisciplinary teams on form-based codes and master planning projects.

Meghan completed her Master's degree in Urban Planning from the University of Kansas in 2013 and previous studies include a Bachelor of Arts in Architectural Studies. During her time in school, she focused on community development and urban design, and became certified in service learning by completing implementable planning projects for local nonprofits. She also wrote for several print and web publications, reporting on architecture and design news.

EXPERIENCE

Soul-y Austin District Visioning, *Austin, TX*

St. Louis Land Bank Assessment, *St. Louis, MO*

WAve Pattern Book, *Houston, TX*

New Orleans RTA Strategic Transit Plan, *New Orleans, LA*

Congress Avenue Urban Design Initiative, *Austin, TX*

Plan Downtown, *Houston, TX*

Kashmere Gardens Livable Centers Study, *Houston, TX*

Fifth Ward Pattern Book, *Houston, TX*

Berry/University Development Plan, *Fort Worth, TX**

River Arts District Form-Based Code, *Asheville, NC**

Chattanooga Downtown Form-Based Code, *Chattanooga, TN**

Legacy Lewiston Comprehensive Plan, *Lewiston, ME**

** Previous Firm Experience*

CONTACT

O: 512.351.9601

E: meghan@asakurarobinson.com



PRIME CONSULTANT ASAKURA ROBINSON | *Leadership, Planning*



BRIANNA FREY

PLANNER

ROLE: PROJECT PLANNER

Brianna Frey is an urban planner who is interested in everything to do with urban planning, from historic preservation to community development. Her academic and professional work to date has focused on transportation, community development, and capital improvement projects in San Antonio, Austin, and Houston. Brianna aims to work collectively with Asakura Robinson's interdisciplinary teams to embrace and enhance the livelihood and vitality of communities and public spaces by strengthening existing community relationships and programs.

Brianna is actively involved with Conversation Corps, Bike Austin, and the Bicycle Advisory Council, facilitating civic dialogue focused on public issues in Austin. In her free time, she enjoys traveling, playing soccer at Zilker Park, hanging out with her golden retriever, and exploring Austin's restaurant scene.

EDUCATION

Master of, Community and Regional Planning, *University of Texas at Austin*

Bachelor of Arts, Urban Studies, *Trinity University*

PROFESSIONAL AFFILIATIONS

American Planning Association, *National & Texas Chapter*

Women's Transportation Seminar, *Heart of Texas Chapter*

Urban Land Institute, *National and Texas Chapter*

EXPERIENCE

Plan Downtown, *Houston, TX*

Soul-y Austin District Visioning, *Austin, TX*

Connect Communities, *Houston, TX*

Mixed Use Activity Center Plan & Zoning, *Amherst, NY **

Stockyards Form Based Code and Design Standards, *Fort Worth, TX **

Shopping District Streetscape Improvements, *Houston, TX **

Artisan at Willow Springs Resident Services, *San Antonio, TX **

HUD Eastside Choice Neighborhood Program, *San Antonio, TX **

** Previous Firm Experience*

CONTACT

O: 512.351.9601

E: brianna@asakurarobinson.com





ELIZABETH VAN DER ELS

ASSOCIATE PLANNER

ROLE: PROJECT PLANNER

EDUCATION

Master of Urban & Environmental Planning, University of Virginia, School of Architecture

Bachelor of Arts, Social Thought and Political Economy, University of Massachusetts, Amherst

CERTIFICATIONS

Urban Design Certificate, University of Virginia, School of Architecture

International Relations Certificate, University of Massachusetts

PROFESSIONAL AFFILIATIONS

American Planning Association

RECENT TEACHING/SPEAKING ENGAGEMENTS

2015-2016 Garden Party UVA
Interdisciplinary Studies INST 2550

Elizabeth is an associate planner who is passionate about the intersection of urban planning and landscape architecture. Her work to date has focused on community engagement, placemaking, and urban gardening. She is particularly interested in exploring how urban ecology can improve our experiences in the built environment. Her diverse planning experiences range from utilizing tactical urbanism strategies to inform a streetscape redesign to collaborating with community groups to conserve natural resources and improving pueblo conditions in New Mexico. Prior to graduate school Elizabeth worked in New York City in urban farming and gardening.

Elizabeth completed her Master's degree in Urban and Environmental Planning with a certificate in Urban Design at the University of Virginia, School of Architecture in 2016. Her previous studies include an interdisciplinary degree in Social Thought and Political Economy and International Relations. In graduate school Elizabeth focused on improving methods of community engagement, researching and evaluating the community engagement methods used to improve access to New York City's East River waterfront. Elizabeth also served as a Program Director of a Residential College where she designed a gardening class for undergraduate students. In addition to maintaining the garden year-round, she led the class in exploring methods of eliminating food waste through ongoing cooking workshops, seasonal recipe development, and canning.

EXPERIENCE

New Orleans RTA Strategic Mobility
Plan, *New Orleans, LA*

Plan Downtown, *Houston, TX*

Rockfish Valley Area Plan, *Afton, VA **

Street That Work Plan Installation,
*Charlottesville, VA **

Learning from Paths to Pier 42
Evaluative Case Study + Toolkit, *New York, NY **

Santo Domingo Pueblo Health Impact
Assessment, *Sandoval County, NM **

** Previous Firm Experience*

CONTACT

O: 504.300.0830

E: elizabeth@asakurarobinson.com





NICOLE JOSLIN, RA, LEED AP

EXECUTIVE DIRECTOR

ROLE: PROJECT LEAD

Nicole Joslin will serve as the project manager and primary contact for external partners and stakeholders. Nicole will lead the effort to identify and convene partners and collaborators in conjunction with city staff. Nicole's leadership in the Austin Housing Coalition and continued collaboration with affordable housing providers across the city makes her the logical contact for engaging these stakeholders in implementation of the Strategic Housing Blueprint.

EXPERIENCE

Austin Community Design and Development Center *Austin, TX*

Executive Director, July 2016 – Present

Program Coordinator, June 2015 – July 2016

Leadership in fulfilling ACDDC's mission to improve the quality of life for all through community-engaged design.

University of Texas School of Architecture *Austin, TX*

Adjunct Faculty, May 2016 – Present

Community-Engaged Design seminar instructor in the Public Interest Design program.

Eskew+Dumez+Ripple *New Orleans, LA*

Community Engagement Research Fellow, September 2014 – June 2015

Conducted applied research on community engagement methods in a design-driven architecture and planning practice. Also contributed to the facilitation of community engagement activities for a variety of architectural projects as well as numerous pro-bono projects.

Women.Design.Build *Austin, TX*

Co-Founder and Board of Directors Vice President, 2009 – 2014

Design and development of programs that provide creative and educational opportunities for women of all backgrounds interested in learning the trades of design and construction.

BOKA Powell *Austin, TX*

Designer, 2008 – 2012

Architectural design, documentation, and information coordination from schematic design through construction documents on mixed-use multi-family housing, hospitality and commercial projects.

Architecture for Humanity Biloxi Model Home Program *Biloxi, MS*

Design Fellow, 2007 – 2008

Assisted in all aspects of coastal recovery following Hurricane Katrina.

Contributed to program documentation through the publication of a book outlining the program's best practices and lessons learned for further study of disaster recovery efforts.

EDUCATION

M.S., Community & Regional Planning,
University of Texas at Austin,
Community and Regional Planning
Reflective Practice Award

Bachelor of Architecture, Minor in
Sociology, *University of Oklahoma,*
Highest Academic Achievement
Award, College of Architecture



MARLA TORRADO, PHD

PROGRAM COORDINATOR

ROLE: RESEARCH + ANALYSIS

Marla Torrado will develop the Corridor Goals utilizing her experience in designing the Corridor Housing Preservation Tool while she completed her PhD at the University of Texas. Marla has an extensive knowledge of Austin's housing conditions and experience with national best practices in housing research.

EDUCATION

Ph.D. Community and Regional Planning, *University of Texas at Austin*

M.A., Geography, *Syracuse University*

B.S., Environmental Science, *University of Puerto Rico*

LANGUAGES

Spanish (native) English (fluent)

EXPERIENCE

Austin Community Design and Development Center *Austin, TX*

Program Coordinator, February 2017 – Present

- Manage the Alley Flat Initiative, developing community workshops and other outreach activities that increase the reach of the program throughout Austin.
- Collaborate with various City of Austin departments and local lenders to operationalize a financing program for low and moderate-income households.
- Actively participate and collaborate in the housing committees involved in the rewrite of the Land Development Code, providing recommendations for affordable housing and missing middle development.

Go! Austin/Vamos! Austin (GAVA) *Austin, TX*

Food Access Program Manager, May 2016 – February 2017

- Led the Austin Healthy Corner Store Initiative (HCSI) in 78744 and 78745, overseeing the development of GAVA's site plans for each geographic team.
- Met regularly with storeowners to coordinate trainings and met with resident stakeholders to identify, develop and train those who will lead efforts to adopt the HCSI.
- Collaborated with The Food Trust's technical assistant and the City of Austin to facilitate teams' implementation of strategies related to the HCSI.

The University of Texas *Austin, TX*

Research Assistant, January 2012 – June 2016

Projects titles, 'Scenario Tools for Equitable Corridor Reinvestment and Affordable Housing Preservation' & 'Sustainable Places Project and Envision Tomorrow (Fregonese and Assoc.) GIS tool'.

- Assisted in the planning and development of the 'Corridor Housing Preservation Tool', an affordable housing indicator within the Envision Tomorrow software (available nationwide on the Envision Tomorrow website).
- Identified areas of coalescing development pressure, access to low-wage jobs via transit and affordable housing to be considered for affordable housing preservation efforts.
- Studied and analyzed planning documents for various cities to successfully identify 'high risk' housing regions to be preserved.
- Worked in community forums, moderating discussion tables, and recording local input from neighbors.

ACDDC

Austin Community Design and Development Center
Design Matters

RICH MACMATH, RA, LEED AP BD+C

DESIGN DIRECTOR

ROLE: PUBLIC FACILITATION SUPPORT

Rich MacMath will provide staff support as required with meeting facilitation. Rich has decades of experience in facilitating visioning and planning workshops with diverse stakeholders.

EDUCATION

Master of Architecture, *University of Texas at Austin*

Bachelor of Science, Architecture,
University of Michigan, Ann Arbor

EXPERIENCE

Lifeworks | The Works Phase II | *Austin, TX*

Project Architect

- New 29 unit, affordable multi-family housing
- AEGB Multi-Family Residential 3 Star Rating (expected)

Foundation Communities | Live Oak Trails | *Austin, TX*

Project Architect

- New 58 units in 7 buildings, affordable multi-family housing
- AEGB Multi-Family Residential 3 Star Rating (expected)

Colony Park Sustainable Community Initiative | *Austin, TX*

Team Founder, Consultant to Urban Design Group (Team Prime)

- Community scale sustainability metrics
- Green building guidelines, solar access guidelines

5th Street Community Master Plan | *Fort Bend County, TX*

Co-Project Director

- Community visioning meeting and design workshop
- Sustainable Community Master Plan

Selected Projects - HDR, Inc. (2007-2012)

City of Chattanooga, TN

Co-Project Manager

City of Chattanooga Sustainability Plan for Municipal Buildings

City of Corpus Christi, TX

Energy Team Project Manager

Energy Efficiency & Conservation Strategy, Community Sustainability Plan

Selected Projects - Austin Energy Green Building (2002-2007)

Green Building Residential Program

- Design reviews, rating tools, reference guides, residential inspections, technical professional seminars and public workshops (Green by Design)

Mueller Airport Redevelopment

- Green Building consulting with developer and production builders



3

APPROACH, METHODOLOGY + WORK PLAN



Approach

Our approach to this project balances in-depth knowledge of best practices in housing policy, programs, financing, and regulations nationwide with engaging local partners, building capacity, and generating agreement on the priority and phasing of recommendations. We know that the housing market is multi-dimensional; supply and demand combine with regulations, construction and labor costs, neighborhood assets, transportation options, and other factors to generate the pricing trends that we see. We know that Austin is growing and changing, and that neighborhoods need to grow and change with it in some ways while preserving the character and diversity that makes the city unique. Finally, we know how to create recommendations and phasing that are realistic, stakeholder-driven, and account for all parties' capacity to implement a plan over time.

We understand the housing policy and funding toolkits.

The Austin Strategic Housing Blueprint is a visionary document that clearly states unit production goals by household income level through 2025, and identifies a large suite of tools to apply toward the achievement of these goals. Our team brings deep knowledge of best practices at a national level in the development and preservation of affordable homes for homeowners and renters, while maintaining a strong knowledge of the solutions that are possible at the local level. From project-based vouchers, to community land trusts, to bonds, to grants, to revolving loan funds, pre-development assistance, public land utilization, zoning and regulatory changes, alley flats and other supply-side solutions, we know that the challenge of meeting all families' needs will only come through the application of a complex suite of solutions. The challenge - and the opportunity we see in this project - is to create the plan to apply all these solutions gradually, and add them up to meet the entire housing need for Austin's residents.

We involve the stakeholders who will be responsible for the outcomes.

Any implementation plan needs buy-in from those responsible for its execution. We have deep experience working on projects that involve a variety of stakeholders working on challenging issues. In Austin, we propose to work with City agencies, local initiatives, non-profit and for-profit developers, housing preservation and repair organizations, and others who will be called upon to implement the solutions generated by the Strategic Housing Blueprint. Our deep local roots in Austin and knowledge of the housing community ensure that we will have the right voices in the room.

We create data-driven strategies that break large visions into manageable pieces.

One of Asakura Robinson's recent strategic planning initiatives took place in St. Louis, where we helped their land bank break an enormous problem (12,000 publicly-owned vacant properties) and a lack of resources (8 staff, and not enough funding to maintain all the properties or mitigate dangerous conditions) into a set of recommendations that could be gradually phased in over time to maximize the value and results of investment, while rebuilding community trust. Creating adequate affordable housing to meet an entire city's need in an environment of declining federal resources, stagnant wages at the national level, and increasing construction costs is, unfortunately, a significant challenge. Our work will help show where the gaps lie, and how funding and partner capacity can be leveraged most effectively, to create diverse affordable housing options through corridor-based construction, preservation of existing subsidized and naturally affordable units, and other strategies. We will help show partners and the City how the components of the vision can phase and build on one another to maximize the impact of financial and political capital.

We enable cities to track progress with agreed-upon metrics.

Implementation plans require metrics and measurement in order to create accountability. We will create data-driven strategies that are based in reality yet enable City agencies, partner organizations, and the public to see how each individual project, program, or policy adds up to meet Austin's yearly and long-term goals.

Work Plan

The work plan set forth in the RFP is comprehensive and detailed. To assist in generating an effective Implementation Plan, however, our team suggests slightly altering the order of events laid out in the RFP in order to perform more of the information-gathering tasks up front, so that the bulk of the process can be spent using this information to design effective and appropriate action steps for all parties. The final workplan will be established in communication with the Client during Task 1.

TASK 1

Project Management & Stakeholder/Community Engagement

ON-GOING

Task 1 encompasses project management, communications, and engagement tasks that our team anticipates will span the length of the project. Asakura Robinson will be responsible for project management and on-time, on-budget delivery of all deliverables and workplan elements. ACDDC, based on their local expertise and knowledge of the housing community, will plan and lead the stakeholder engagement process, with active and ongoing involvement by Asakura Robinson to ensure that all meetings facilitate forward movement toward the detailed implementation plan.

1.1 Kickoff Meeting

The consultant team will work with the Client to schedule a kickoff meeting. At this meeting, the consultants and Client will review the project schedule and workplan and adjust as necessary, and will review an initial data and resource request from the consultant team.

1.2 Stakeholder Engagement Plan

ACDDC, with input and oversight from Asakura Robinson, will produce a Stakeholder Engagement Plan for Client review and revision within two weeks of the initial Kickoff Meeting. This Plan will include proposed schedule and timing of events and meetings for convening City experts, external experts, and working groups over the course of a 12-month period. At a minimum, the Engagement Plan will account for regular convenings of representatives of the following initiatives, agencies, and departments. Initiatives: 2016 Mobility bonds, CodeNEXT, the Strategic Mobility Plan, the Age Friendly Master Plan, the Institutional Racism Task Force and Connections 2025. Agencies and Departments: Representatives of transit, planning, housing, transportation, economic development, code, financial, legal expertise, equity office, and other expertise as required for implementation of the Austin Strategic Housing Blueprint and related resolutions.

Our team strongly believes that subject matter experts from the non-profit and for-profit affordable housing development communities must also be convened as part of this process, and that other organizations may also be necessary to successful outcomes. ACDDC, as an active participant in the creation of the Strategic Housing Blueprint and a member of Austin's housing community, is uniquely positioned to design a successful and comprehensive Stakeholder Engagement Plan.

DELIVERABLE

1.3 Produce & Update Project Website & Social Media:

Asakura Robinson will produce a Wordpress-based, easily editable project website that can be turned over to the Client after the process of creating the Implementation Plan is complete in order to provide updates to the public and track progress toward implementation. A Facebook page for the project may also be created, based on Client wishes, to provide social media updates to the public.

1.4 Ongoing Client Communications - Biweekly Calls & Meetings:

The consultant team will establish a regular, biweekly call time with the Client to track project progress and share updates on research, recommendations, and stakeholder engagement. These biweekly calls may be held as in-person meetings every two months or in accordance with full consultant team attendance at important stakeholder engagement events.

1.5 Ongoing Stakeholder Communications:

Based on the Stakeholder Engagement Plan, the consultant team will convene regular meetings with agencies, initiatives, working groups, and experts. We envision that there will also be one-on-one interviews involved in the process and will clarify expectations for those with the Client as part of the Stakeholder Engagement Plan. Minutes will be taken at all meetings and shared with the full consultant team and the Client. Asakura Robinson leadership will attend milestone meetings at which key questions will be resolved, including a 3-day site visit during Task 2 to participate in focus groups and interviews; a two-day site visit during Task 3 to evaluate draft Action Tables; and a two-day site visit during Task 4 for presentations.

TASK 2

Develop a Conditions Atlas & Set Corridor-Based Goals

MONTHS 1-4

The consultant team will prepare an Atlas of Existing and Historical Conditions on key issues to address Resolutions 20170413-024 and 20170413-025. The Atlas and corridor goals will be reviewed with stakeholders as critical context for the formation of a phased action plan of policy, program, project, and funding goals.

2.1 Atlas of Existing & Historical Conditions:

The consultant team will create the Atlas, which will include an existing and retrospective analysis of the following items, subject to data availability.

- Housing conditions, including sale prices, rent costs, cost burden prevalence, typologies, building permits, structural condition, foreclosures, and vacancy rates.
- Infrastructure, including specific attention to impervious cover and flooding conditions.
- Transportation services, including household vehicle ownership, access to high frequency transit, time to access job centers via high-frequency transit
- School quality based on the Texas Education Agency's school report cards.

DELIVERABLE

2.2 Create Corridor Goals:

The consultant team will assess current conditions and set corridor-specific numeric goals for the creation and preservation of

affordable housing for corridors throughout Austin, beginning with those corridors that will receive funding through the 2016 Mobility Bond. ACDDC will utilize the University of Texas Corridor Preservation Tool, which Marla Torrado (an ACDDC staff member on this project) helped to create, to generate data that will inform these numeric goals.

DELIVERABLE

TASK 3

Develop Strategic Housing Blueprint Implementation Plan & Related Resolutions

MONTHS 4-9

We will develop a detailed Strategic Housing Blueprint Implementation Plan for 2019-2020, with a higher-level plan for 2021-2028, to implement each of the steps described in the Strategic Housing Blueprint.

3.1 Identify Existing & Potential Resources and Gaps.

Our team will perform a resource and gap analysis for each of the household income-based goals for unit production established in the Strategic Housing Blueprint. This analysis will include:

- Documentation of the existing and potential resources identified in the Strategic Housing Blueprint, as well as other resources based on national best practices, to determine the options for subsidies, regulatory incentives, partnerships, and other opportunities to move forward the SHB goals.
- Working with local non-profit developers to obtain pro formas

for subsidized projects in order to perform a high-level gap analysis for projects at each MFI level to create a "baseline" condition for gap financing needs to meet the Strategic Housing Blueprint goals.

- With stakeholder participation, matching available resources to gaps and determining where additional gaps need to be filled, or where immediate action on certain fronts could help close financing gaps for affordable and workforce units in later years.

DELIVERABLE

3.2 Develop Draft & Final Action Tables:

Based on the resource and gap analysis, the Atlas of Existing and Historic Conditions, the corridor-based goals, and stakeholder input, the consultant team will develop a draft set of Action Tables for feedback by the Client and stakeholders. The Action Tables may include, but not be limited to, the following categories of information:

- Year in which action should be taken
- Description of action
- Goal that action is designed to achieve
- Measure of successful completion
- Executing entity
- Estimated cost
- Funding source
- Level of government (local, state, federal)

Client and stakeholder feedback will be incorporated into the draft to create a final set of Action Tables.

DELIVERABLE

3.3 Establish Metrics of Success:

Simple metrics of progress will be established to monitor the progress of Strategic Housing Blueprint Implementation. These will include the number of actions successfully complete each year; progress on expected unit production at MFI levels specified in the Blueprint; progress on achieving corridor goals; City funds expended; and private and other funds leveraged.

DELIVERABLE

3.4 Design Reporting Template, Process, and Timeline:

We will specify a process and timeline for reporting progress to City Council and the Austin public, including reporting progress on the metrics for measuring success on Plan goals. This will include the design of a template for an annual “report card” for the Council regarding implementation of the goals set out in the Strategic Housing Blueprint in the previous year, and specific steps for achieving the goals in the year ahead, including mechanisms for monitoring and evaluating success, necessary funding and resources.

DELIVERABLE

TASK 4

Present Proposed Implementation Plan to Client, Council, & Stakeholders

MONTH 10

The consultant team will present the proposed Implementation Plan and a summary of the report of the findings and recommendations during and after coordinating with partners and collaborators. This will include two (2) presentations: one in-depth presentation of findings and recommendations for the Client, and one high-level briefing for the Council and stakeholders. Both presentations will:

- Provide an overview of the work
- Detail the methodology of the various components of the Implementation Plan
- Highlight findings and recommendations (with more in-depth discussion in the Client presentation)
- Provide an overview of the template for an annual report to Council and the public regarding implementation of the goals set out in the Strategic Housing Blueprint in the previous year, and specific steps for achieving the goals in the year ahead, including mechanisms for monitoring and evaluating success, necessary funding and resources

DELIVERABLE

TASK 5

Prepare Implementation Plan Document

MONTHS 10-12

A draft and final Implementation Plan Document will be provided to the Client. The Implementation Plan Document will include the following elements:

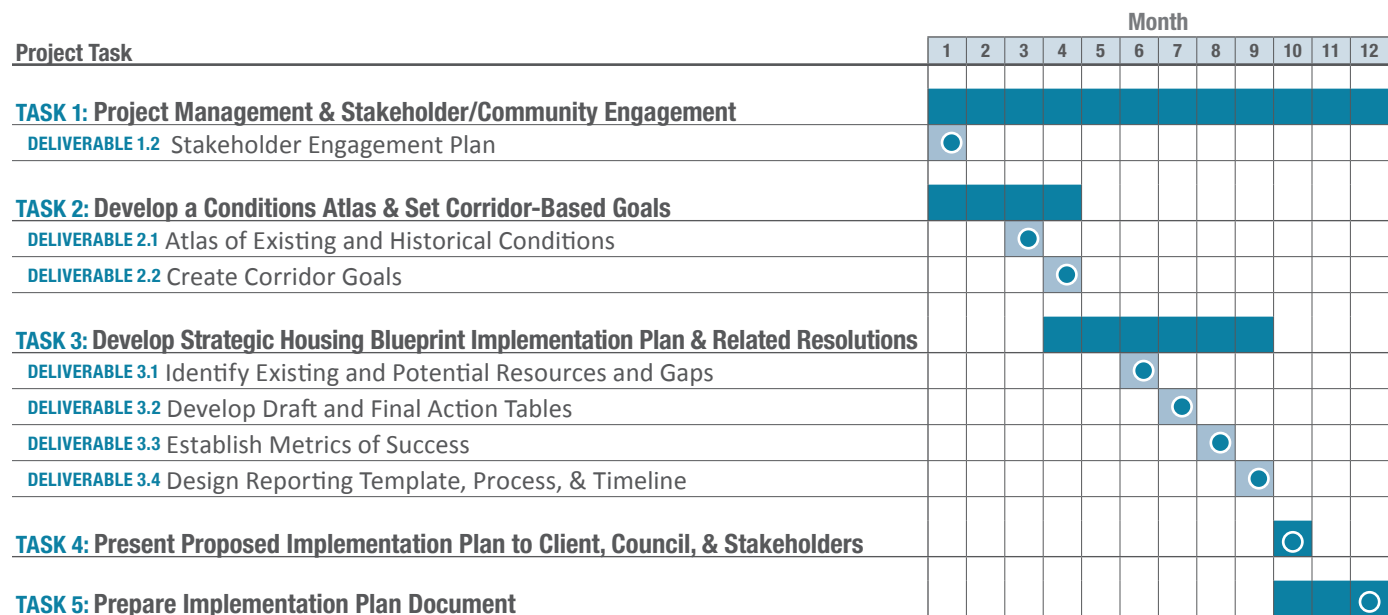
- Executive Summary: 1-2 pages total
- Context: Strategic Housing Blueprint Summary and Atlas of Existing and Historical Conditions
- Multi-Year Implementation Plan: Action Tables
- Housing Blueprint Action Team, including a Core Team responsible for evaluating progress and managing all stakeholders listed in the Action Tables
- Presentation of findings to Council

The document will be graphically compelling, including charts and graphics. Twenty (20) perfect-bound printed copies will be delivered, with more able to be ordered on demand. An electronic, editable copy will also be provided.

DELIVERABLE

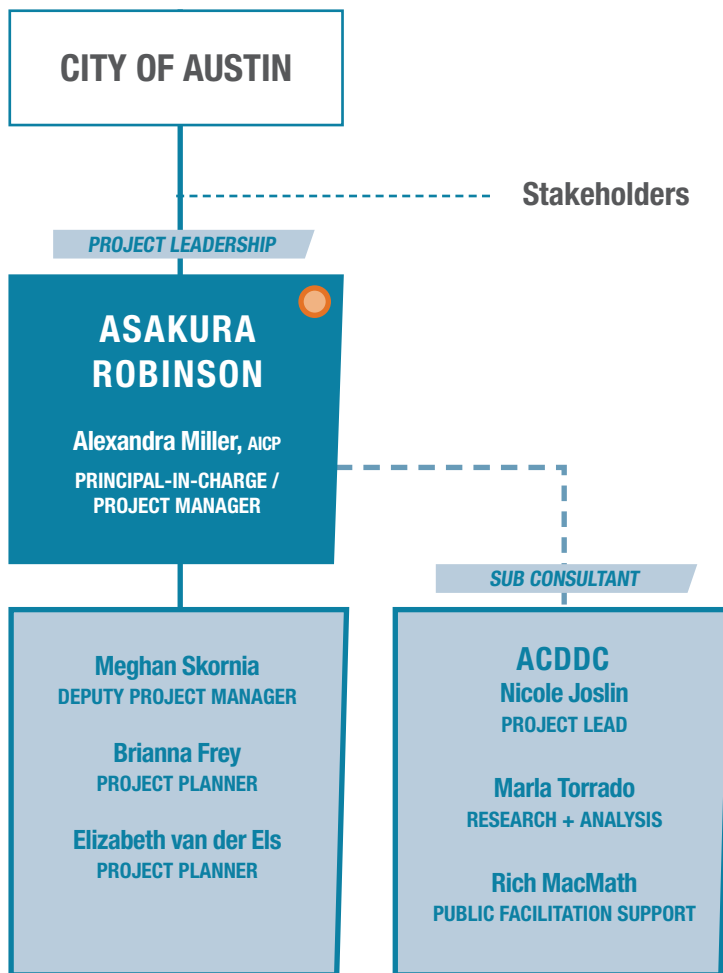
Timeline

The timeline below illustrates project tasks and duration for a 12-month period and highlights key deliverables and milestones throughout.



Proposed Project Team

A team of dedicated and forward-thinking consultants working at the highest levels of housing consultant, community development, and public engagement.



Team Structure & Key Personnel Involvement

Asakura Robinson will serve as the prime consultant with responsibilities for team leadership, project management, atlas production, data analysis, implementation plan production, and stakeholder engagement materials.

The project team includes ACDDC.

- **ACDDC** will lead the stakeholder engagement organization and planning, contribute to the stakeholder engagement materials and methodology, and lead the corridor goal-setting using the University of Texas Corridor Preservation Tool.

LEADERSHIP, REPORTING RESPONSIBILITIES, & PERSONNEL

The project team will be led by Principal-in-Charge and Project Manager (PIC/PM), Alexandra Miller who will oversee the successful completion of the Strategic Housing Blueprint Implementation Project. As the Director of Real Estate and Economic Development, Alexandra brings the technical knowledge and credentials necessary to undertake a study of this magnitude through broad project experience working in areas with disparate market characteristics to facilitate the achievement of



M/WBE Firm

affordable housing goals through a diverse toolkit of policies, projects, programs, and financing sources. As a former affordable housing developer for a community land trust in New Orleans, Alexandra is deeply experienced in working with policymakers to implement innovative housing development and preservation strategies.

Alexandra will serve as the primary point of contact with the City and will be available throughout the life of the project. Alexandra will be responsible for overall project management and coordination as well as management of the internal team.

Deputy Project Manager (DPM), Meghan Skornia will also assist the Principal-in-Charge and Project Manager, working closely with the consultant team to ensure successful project communication and coordination.

Brianna Frey and Elizabeth van der Els will serve as project planners, supporting the PIC/PM and DPM with data analysis, graphic production, stakeholder meeting attendance and note-taking, and report design.

ACDDC will be led by Nicole Joslin, who will serve as the project manager

and primary contact for external team members. Nicole will lead the effort to identify and convene partners and collaborators in conjunction with city staff. Nicole’s leadership in the Austin Housing Coalition and continued collaboration with affordable housing providers across the city makes her the logical contact for engaging these stakeholders in implementation of the Strategic Housing Blueprint.

Marla Torrado, ACDDC Program Coordinator, will lead any research and analysis duties under ACDDC’s scope of work in this contract. Marla will report directly to the Project Manager and communicate as required with external team members to provide requested deliverables.

Rich MacMath, ACDDC Design Director, will provide facilitation support for stakeholder meetings when necessary. Rich will report directly to the Project Manager.

Availability of Key Personnel

Key personnel are available and ready to execute all tasks for this proposal on the schedule specified by a final agreement with the City of Austin.

	% time devoted
ASAKURA ROBINSON	
Alexandra Miller <i>Principal-in-Charge / Project Manager</i>	30 %
Meghan Skornia <i>Deputy Project Manager</i>	35 %
Brianna Frey <i>Project Planner</i>	40 %
Elizabeth van der Els <i>Project Planner</i>	30 %
ACDDC	
Nicole Joslin <i>Project Lead</i>	25 %
Marla Torrado <i>Research + Analysis</i>	25 %
Rich MacMath <i>Public Facilitation Support</i>	20 %

Sample Work Plan

SOUL-Y AUSTIN DISTRICT VISIONING, PLANNING & DESIGN

Soul-y Austin is an ongoing project that Asakura Robinson is completing for the City of Austin Department of Economic Development; currently we are on the second year of an extended contract. This project has involved analysis of corridor conditions, assistance in organizing merchants' associations of local stakeholders, creation of presentations, and production of implementation steps including policies, programs, and projects that focus on diverse stakeholders working together to achieve desired goals.

Work Plan

The following work plan is based on our current project understanding, our experience and best practices. It represents our opinion of how project goals and the requested deliverables can be achieved. The final work plan will be developed as a part of Task 1 following in depth discussion with the Soul-y Austin team and the City of Austin and may vary from the proposed work plan below.

Task 1: Project Initiation and Management

1. Asakura Robinson will initiate and facilitate a kickoff meeting with the Soul-y Austin project team. This meeting will cover goals, feedback from initial project phases, the existing toolkit and will cover specific data request.
2. Following the meeting, Asakura Robinson will develop a "project guide" that can be used by all members of the team throughout the project. These guides are developed for all Asakura Robinson Planning Projects in order to ensure all materials developed for the project are formatted for final deliverables in order to insure all effort is directed towards the project success. The guide will include:
 - A facebook with contact information for the project team,
 - The full scope of work,
 - Base maps for project areas,
 - Graphic standards for the project;
 - and document templates.
3. Using this work plan as a guide, Asakura Robinson will develop a project approach and detailed timeline in alignment with the scope of work and deliverables.
4. Asakura Robinson will maintain ongoing project management and communication to the Soul-y Austin team and City staff including bi-weekly check-ins by phone or in person, and through the development of clear deadlines and responsibilities with regards to editorial and content development.

Task 2: Visioning

Visioning represents one of the most important components of any planning project. A vision must be large enough to inspire, but also be implementable. Our methodologies are grounded in a strong design process mixed with best practices in strategic planning, and organizational capacity building. Our team recommends some slight changes to the proposed meeting topics listed in the RFP scope of work, including potential consolidation of meetings and slight changes in topics. Our recommendations are based on our experience with previous clients. Our methods are meant to ensure strong participation, but introduce specific deadlines and consensus techniques that allow the discussion to continue moving forward. Asakura Robinson proposes to develop materials and facilitate meetings in each district through the visioning phase.

1. Prior to the initiation of meetings, Asakura Robinson, with the support of the City of Austin, will develop existing conditions snapshots of the proposed districts. This material will also be used in the final small area plans. This will include:
 - Demographic analysis
 - Trade area analysis or other commercial area analysis
 - Land use and zoning analysis
 - Historical or cultural elements
 - Redevelopment context



Existing Conditions
Southern Downtown / CBD Public Realm Plan

Meeting One: Identification of Internal and External Capacity, SWOT

Our initial meeting will focus on activities meant to encourage stakeholders to think in terms of existing capacity, both within their own districts and through the City and other potential stakeholders (including customers, residents, etc) through a “mapping” activity. Following this activity, participants will conduct a SWOT analysis of their districts, which will be used to inform the second meeting.

Meeting Two: Development of Mission and Vision Statements, BHAG

Meeting two will further develop the results of meeting one. The stakeholder identification activity will be used in developing any changes in the invitee list for this meeting, and will be returned to focus discussion during the vision development.

Second, Asakura Robinson will introduce an exercise called a BHAG (pronounced BEE-hag), or “Big Hair Audacious Goal”, in which the group will develop a vision statement that will be broken down into more refined goals designed to address the challenges that have identified and build on opportunities. The BHAG example we provide is to land a human on the moon and return them safely home to earth. This was an unimaginable in the beginning of the 20th century, but when we break it down, we see how it became a reality. Using the themes developed through the SWOT analysis of the previous meeting (technology, education & training, and funding in our astronaut example); then break those themes down (develop spaceship technology, train a team of astronauts, lobby political support for a mission; and finally develop strategies). We have used this exercise in the Houston Active Living Plan Visioning Workshop, which helped participants from various fields to break down the issues that communities face – transportation, parks and open space, schools, etc. In the end, we will have developed not only a strong vision and mission statement, but will have begun the process of translating that vision to an actionable plan.



Visioning Sessions: 5th Ward / Buffalo Bayou / East End Livable Centers, Washington Avenue Livable Centers

Task 3: Small Area Planning

In task 3, our team’s focus switches from initial capacity building and visioning into small area planning. The results of the previous meetings will be used further in developing these plans. Key themes, developed in Meeting 1 and refined in Meeting 2, will become increasingly important and increasingly refined as we work to move from vision to implementation strategies.

Meeting Three: District Workshop, Small Area Plan Development.

At the beginning of this workshop our team will reintroduce the key themes, vision and mission that were developed in the previous two meetings. In order to help facilitate the further development of strategies within the small area plan, Asakura Robinson will present the idea of “solutions that stick” -- multifaceted solutions that include projects, programs and policies, or the “three Ps”. Our team has used the concept in numerous planning projects, and have found it encourages the idea that there is no single solution that will instill the lasting change needed to really positively impact communities. Rather, it is important to understand the interrelated role that the “three Ps” have in catalyzing one another and how different stakeholders can bring complementary resources and skill sets that enable implementation.

Following Meeting Three, Asakura Robinson will work to further develop the materials into a viable small area plan. In addition to the key themes developed within individual districts, each small area plan may contain recommendations relating to arts and culture, livability, connectivity and transportation, land use and regulations, and green infrastructure and will contain draft preliminary design guidelines for streetscape and facade improvements and policy and economic development strategy recommendations.

Meeting 4: Refining the Plan

Meeting four will be the most “formal” of the project meetings. It will consist of a short presentation of the draft plan contents, including background data on how each element relates back to the input of the stakeholders. Following the presentation, stakeholders will be able to join roundtable conversations on each plan theme, working to refine the recommendations prior to the development of implementation strategies in Task 4.

Following Meeting Four, Asakura Robinson, along with the City, will work to finalize the recommendations for each business district.

Task 4: Implementation Strategies

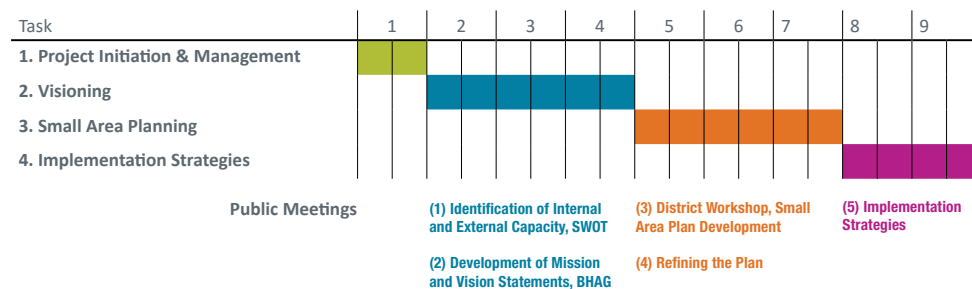
Meeting 5: Implementation Strategies

In the final meeting, our team will work to build momentum for implementation with the stakeholders. For each project, policy and program, we will collaborate to identify an individual or organization with lead responsibility, partners, funding sources, timelines and priorities. It is our standard practice that this meeting then transition to a celebration of the “completion” of this project and the launch of the next phase. This celebration may include additional stakeholders or neighbors from the community and may also involve project stakeholders taking “ownership” of the plan by presenting it to others.

Following the final meeting, Asakura Robinson will compile the final project deliverables.

Schedule

Asakura Robinson Company has proven experience in managing highly individualized, multi-disciplinary planning and design teams and projects that meet aggressive schedules and completion dates.





Huston's
DRUGS

4

TOTAL EVALUATED COST



Cost

Asakura Robinson ensures the timely completion of the Strategic Housing Blueprint Implementation project within budget, to the satisfaction of the City of Austin.

While the team is prepared to provide a detailed budget once selected, an approximate cost estimate for the project is as follows:

Project Task	ARC	ACDDC	Total (\$)
TASK 1: Project Management & Stakeholder/Community Engagement			
1.1 Kickoff Meeting	\$ 1,500	\$ 550	\$ 2,050
1.2 Stakeholder Engagement Plan	\$ 1,000	\$ 2,200	\$ 3,200
1.3 Produce and Update Project Website & Social Media	\$ 4,000	-	\$ 4,000
1.4 Ongoing Client Communications	\$ 9,500	\$ 4,400	\$ 14,400
1.5 Ongoing Stakeholder Communications	\$ 10,000	\$ 20,900	\$ 30,900
SUBTOTAL TASK 1	\$ 26,000	\$ 28,050	\$ 54,550
TASK 2: Develop a Conditions Atlas & Set Corridor-Based Goals			
2.1 Atlas of Existing and Historical Conditions	\$ 11,000	\$ 1,100	\$ 12,100
2.2 Create Corridor Goals	\$ 2,000	\$ 8,800	\$ 10,800
SUBTOTAL TASK 2	\$ 13,000	\$ 9,900	\$ 22,900
TASK 3: Develop Strategic Housing Blueprint Implementation Plan & Related Resolutions			
3.1 Identify Existing and Potential Resources and Gaps	\$ 8,000	\$ 2,200	\$ 10,200
3.2 Develop Draft and Final Action Tables	\$ 5,000	\$ 550	\$ 5,550
3.3 Establish Metrics of Success	\$ 3,500	\$ 550	\$ 4,050
3.4 Design Reporting Template, Process, and Timeline:	\$ 5,000	\$ 550	\$ 5,550
SUBTOTAL TASK 3	\$ 21,500	\$ 3,850	\$ 25,350
TASK 4: Present Proposed Implementation Plan to Client, Council, & Stakeholders			
SUBTOTAL TASK 4	\$ 8,000	\$ 2,200	\$ 10,200
TASK 5: Prepare Implementation Plan Document			
SUBTOTAL TASK 5	\$ 12,000	\$ 2,200	\$ 14,200
REIMBURSABLES			
Flights (4 - New Orleans to Austin)	\$ 1,600	-	\$ 1,600
Hotel (8 nights)	\$ 1,200	-	\$ 1,200
Report Copies (20)	\$ 500	-	\$ 500
SUBTOTAL REIMBURSABLES	\$ 4,300	-	\$ 4,300
Grand Total	\$ 83,800	\$ 46,200	\$ 130,000

FEES & REIMBURSABLES

Fees and reimbursable costs shall be billed monthly as a percentage of work completed or actual costs for additional services and reimbursables as defined herein.

Reimbursable expenses are expenditures for the project made by Asakura Robinson and consultants in the interest of the project. Reimbursable expenses include, but are not limited to travel expenses, costs of printing and reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar project – related expenditures.

Exclusions to Scope of Services and Additional Services

1. Client shall provide the following information as required for performance of the work: Existing site survey and utility base information, Facilities as-built drawings, Existing irrigation system drawings if available, Geotechnical and soils information, Permit and application fees Asakura Robinson assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Asakura Robinson be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

2. Additional Services include but are not limited to:

- a) Work requested and or authorized by the Client not defined in the ‘Scope of Work’ or revisions and changes to Client approved drawings and the preparation of alternatives or change orders requested by the Client.
- b) Preparation of as-built drawings or of measured drawings or existing conditions.

- c) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publication, maps, and documents requested by the Client.

Hourly rates for Additional Services:

Asakura Robinson

Key Personnel Name	Hourly Rate
Alexandra Miller	\$ 159 / hr
Meghan Skornia	\$ 79 / hr
Brianna Frey	\$ 68 / hr
Elizabeth van der Els	\$ 78 / hr
Intern	\$ 54 / hr

ACDDC

Combined Rate: \$ 120 / hr

LADY BIRD LAKE

5

BUSINESS EXCEPTIONS





Business Exceptions



Asakura Robinson does not have any business exceptions.

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A group of approximately ten people are gathered on a paved path under the shade of a large, ancient-looking tree. A man in a dark shirt is pointing towards a grassy field in the background, likely giving a presentation or tour. The group consists of men and women of various ages. A white bicycle is leaning against the tree trunk on the left. The scene is set outdoors with other trees and a fence visible in the background.

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LOCAL BUSINESS PRESENCE



Local Business Presence



The Asakura Robinson team is comprised of 100% local consultants.

ACDDC is headquartered in Austin and Asakura Robinson maintains a local Austin office within the Corporate City Limits, which will reach five years in March of 2018.

For more information, please refer to the Section 0605 Local Business Presence Identification in the Required Documents Section.



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robinson

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	John Hilbun/512-974-1054	PM Name/Phone	Jonathan Tomko/ 512-974-1057
Sponsor/User Dept.	Neighborhood Housing/ 7200	Sponsor Name/Phone	Jonathan Tomko/ 512-974-1057
Solicitation No	JRH0109	Project Name	Austin Strategic Housing Blueprint
Contract Amount	\$200,000	Ad Date (if applicable)	08/14/2017

Procurement Type

- | | | |
|--|--|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input checked="" type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

Implementation Plan for the Austin Strategic Housing Blueprint

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

this is a standalone contract

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

Housing Consulting / 91863 - 100%

John Hilbun

7/25/2017

Buyer Confirmation

Date

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	7/26/2017	Date Assigned to BDC	7/26/2017
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 6 MBE/WBE Firms that can bid as primes.

Subcontracting Opportunities Identified

No subcontracting opportunities available.

Laura Moreno

SMBR Staff



Signature/ Date

8/1/17

SMBR Director or Designee



Date

8/5/17

Returned to/ Date: