

AUSTIN INDEPENDENT SCHOOL DISTRICT
1111 West 6th Street
Austin, Texas 78703-5338

December 22nd, 2008

REQUEST FOR PROPOSAL
RFP

The Austin Independent School District (herein after referred to as 'AISD' or the 'District') invites qualified firms or individuals to submit proposals for land or property for the construction of the AISD Performing Arts Center ('PAC'). Proposals will be received until 2:00 P.M., January 30th, 2009. Submissions can be in either hardcopy or electronic format. The envelope containing your proposal response (5 total copies) must be mailed or delivered in a sealed envelope to: Southwest Strategies Group, West 6th Street, Suite 220, Austin, TX 78703.

If you wish to submit an electronic version, please submit all documents in common file formats and if there are any components of the proposal that are in hardcopy (surveys, topographic maps) please mail or deliver those to the address above. The email address for submission is: joseph@swsg.com

Proposals will not be considered received until they arrive at the offices of Southwest Strategies Group ('SWSG'). AISD will not be responsible for delays in delivery resulting from need to transport a proposal, any error or delay on the part of any carrier, or any issues associated with electronic submissions. All proposals submitted before the stated deadline will receive confirmation of receipt. Proposals received after the published time and date cannot be considered.

AISD reserves the right to reject any and/or all proposals, to award contracts as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

AISD Board Policies can be accessed at our website: www.austinisd.org

No proposals may be withdrawn for a period of sixty (60) days subsequent to the deadline for receipt of proposals without the prior written consent of the Board of Trustees, Austin Independent School District.

I. PURPOSE

The Austin Independent School District is seeking proposals from real estate development firms, real estate brokers, property representatives, public and private entities, and individual land owners (herein after referred to as the 'Proposers') qualified and experienced in providing a descriptive real estate proposal to accomplish the following: Secure a suitable location for the construction of the AISD Districtwide Performing Arts Center.

II. PROJECT OVERVIEW/BACKGROUND

The District is initiating a land search for a PAC, which is estimated to have a total development cost of \$40 million. The PAC will become the first AISD facility that is designed to serve the entire district. The building will also serve as a space for larger events such as graduations, large assemblies, and theatrical productions. The District will pay for the center with funds from a bond issue that was approved by voters on May 10th, 2008.

III. PAC CRITERIA

AISD will first consider land or property that may be donated or given in-kind to the District for the construction of the PAC. AISD has the appropriate mechanisms in place to ensure that any property that may fall under this category can qualify for an IRS Charitable Contribution Deduction.

In evaluating the acquisition of land, the AISD PAC Task Force has determined that the relevant criteria for site selection are as follows:

Highest Priority

- The site should allow for future facility expansion.
- The site should be sensitive to the cost of noise mitigation.
- A minimum of 10 acres is needed to allow for the building and required parking.
- First consideration should be given to District-owned property.
- Community/Neighborhood input should be solicited in the site selection process and related to any variance requirements as needed.
- Facilities should not be located where industrial or business uses would generate noisy or hazardous conditions and transportation conflicts.
- The site should be centrally located within the District.
- The facility site should be located on major or minor arterials, providing multiple vehicular options for access and egress.

Second Highest Priority

- Positive drainage and stable soils conditions are important considerations. City of Austin requirements for storm-water drainage and filtration over the aquifer may require additional acreage.
- Special attention must be given to siting the facility to provide for loading and unloading of students, and clockwise circulation of traffic around the site is preferred.
- The site should be a non-linear shape to best facilitate a PAC design.
- The availability of utilities (electric, gas, water, wastewater, telecommunications) and support services is an important consideration.
- The environmental impact of the site development should be considered.

Third Highest Priority

- Thought should be given to the site being in close proximity to mass transit systems.
- A site that offers mixed-use development or joint-use possibilities should be considered.
- Compliance with existing development ordinances (i.e. zoning and subdivision requirements) should be considered.
- Generally, a slightly convex terrain with moderate elevation above the surrounding land would be best. Grades of no more than five percent (5%) are preferred. Grades of more than ten percent (10%) typically require the expense of retaining walls.

IV. PROPOSAL FORMAT

Prefacing the proposal in the form of a cover letter, the Proposer shall provide an Executive Summary of one paragraph, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

The proposal shall include the following:

1. Owner's name, full legal description of the property, location of the property (as referenced by major cross-streets), current zoning, and total acreage.
2. Aerial map(s) of the property.
3. Site survey of the property with information related to any easements and including topography, if available.
4. Any environmental site assessments, engineering reports, soil analysis findings, and information related to any special considerations or unique features that may exist on the property.
5. Total purchase price or estimated value of donation.

V. PROPOSAL INFORMATION

A. Schedule For Selection

Date	Event
December 22 nd	Issue of Request For Proposal
January 16 th	Due Date for Written Inquiries
January 19 th	Release of Addendum for Responses to Written Inquiries
January 26 th	Public Pre-Proposal Meeting
February 2 nd	Due Date for Proposals
February 1st-27 th	Analysis of Proposals
March 2-6 th	Oral Presentation of Proposals (as necessary)
March 13 th	Site Recommendation forwarded to AISD Board

B. Interpretation of RFP Wording

Interpretation of the wording of this RFP shall be the responsibility of the District. District staff will not give verbal answers to inquiries regarding the contents of the RFP. Any verbal statement regarding it prior to the award shall be non-binding.

Proposers will not contact any representatives of the District, and their respective officers, directors, members of the AISD School Board, partners, employees and affiliated agents in reference to the RFP. In doing so, any submissions may be eliminated from consideration.

C. Written Inquiries

Proposers may make written inquiries concerning this RFP to obtain clarification of the requirements. Inquiries must be submitted no later than close of business on the date specified in Section IV A, "Schedule for Selection".

Submit Written Inquiries via E-mail to: joseph@swsg.com or danny@swsg.com

D. Rights of the Austin Independent School District

The District reserves the right to require additional information from Proposers and to conduct necessary investigations to determine Proposer performance and to determine the accuracy of Proposal information.

E. RFP Information and Work Conditions

1. All Proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in Section IV, C of this RFP. It is believed that all information necessary to complete a response is included in this RFP. It is the responsibility of the Proposer to obtain clarification of any information contained herein that is not fully understood.

2. The Proposer, by and through the submission of a Proposal, agrees to be held responsible for: 1) having examined the Request for Proposal and local policy; 2) having become familiar with process required by the District.

F. Notification of Receipt of RFP Documents

Proposers who have not obtained this solicitation directly from SWSG shall be responsible for immediately notifying SWSG of their interest in order to receive all written addenda on a timely basis. Proposers who do not so notify SWSG and submit Proposals without receipt of all addenda issued may be deemed to have submitted Bids/Proposals not responsive to this Request for Proposal solicitation.

Submit Notification of Receipt via E-mail to: joseph@swsg.com

VI. COMPETITIVE SELECTION

- A. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Proposer submitting the lowest priced property. Award will be made to the proposal satisfying the criteria as stated by the AISD.
- B. AISD will evaluate each proposal in the areas of adherence to stated criteria.
- C. The committee evaluating the proposals submitted in response to this RFP may require any or all Proposers to give an oral presentation in order to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, Proposers may be requested to revise any or all portions of their proposals.

VII. TERMS AND CONDITIONS

- A. The agreement(s) resulting from this RFP will be in effect for a period of one (1) year from date of award by the Board of Trustees. AISD, at its sole option, may however extend the agreement for two (2) additional one (1) year periods.
- B. AISD reserves the right to reject any and/or all proposals and waive all formalities in the RFP process.
- C. Late proposals, if properly identified, will be returned unopened. No proposals may be withdrawn without written request.
- D. AISD desires to have the Proposer submit a proposal, which incorporates all significant points enumerated in this RFP. The Board of Trustees will pass a resolution accepting the written proposal and appropriate portions (if applicable) of the successful Proposer selected.
- E. AISD will not be responsible for any expenses incurred by the Contractor in preparing and submitting a proposal.

- F. AISD shall be the absolute unqualified owner of all documents and electronic media prepared pursuant to this project. No information produced as a result of any agreement or contract with AISD can be released without the prior written consent of AISD.
- G. Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the AISD Board of Trustees or otherwise not made available to the District.
- L. The person whose signature appears on the cover page of this Request For Proposal hereby certifies (by signing this document) that the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
- M. Indemnification – To the fullest extent permitted by applicable law, the Proposer and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnities") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, land, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Proposer or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnities, so long as it is not caused by the sole negligence or willful misconduct of any Indemnities. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnities for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnities. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the District or any of the Indemnities has by law.

The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.