



THE CITY OF
EDINBURG
REQUEST FOR QUALIFICATIONS

RFQ #2012-002 Architectural Design and Engineering Services for the Parks & Recreation Department

The City of Edinburg is seeking Request for Qualifications for Professional Architectural/Engineering Services for the Parks and Recreation Facility Renovation, Expansion and Site Improvements Project. The City of Edinburg will receive sealed envelopes containing Request for Qualifications to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas, 8:00 a.m. - 5:00 p.m., Monday through Friday.

RFQ's shall be addressed to: **CITY OF EDINBURG, C/O CITY SECRETARY, 415 W. UNIVERSITY DRIVE, P.O. BOX 1079, EDINBURG, TX 78540.**

Request for Qualifications will be received by **Monday, April 02, 2012** no later than 3:00 p.m. RFQ's sent via facsimile **shall not** be accepted. **RFQ's shall be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.** Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to the RFQ. Any RFQ received after closing date and time will be returned to the firm unopened.

Please direct your questions regarding the preparation of the RFQ to Mr. Luis Rodriguez, Director of Community Service, by calling (956) 381-5631.



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



SECTION I. GENERAL TERMS AND CONDITIONS..... 3

SECTION II. RFQ REQUIREMENTS..... 4

SECTION III. SCOPE OF SERVICES AND JOB REQUIREMENTS..... 5

SECTION IV. SELECTION AND SCHEDULES..... 7

SECTION V. RFQ EVALUATION 7

SECTION VI. AWARD OF CONTRACT, RESERVATION OF RIGHTS..... 8

SECTION VII. GENERAL CONTRACT TERMS AND CONDITIONS..... 9

ATTACHMENT I - RFQ EVALUATION FORM 13

ATTACHMENT II – INSURANCE REQUIREMENTS 14

ATTACHMENT III – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT 15

ATTACHMENT IV – PROJECT REQUIREMENTS ACKNOWLEDGEMENTS 16

ATTACHMENT V – LITIGATION DISCLOSURE..... 17

ATTACHMENT VI – FIRM QUALIFICATIONS – GENERAL QUESTIONNAIRE..... 18

ATTACHMENT VII – SIGNATURE PAGE 20

ATTACHMENT VIII– SUBMITTAL CHECKLIST..... 21

ARCHITECTURAL DESIGN AND ENGINEERING SERVICES

SECTION I. GENERAL TERMS AND CONDITIONS

City of Edinburg (COE) seeks proposals for Architectural/Engineering and related Consultant services from qualified firms or individuals capable of providing cost estimates, architectural, landscape, parking, asbestos report, ADA report, structural, civil, drainage, water, sewer, electrical, and mechanical engineering as needed. The successful firm(s) or individual(s) will work with COE staff project manager, client agencies, their designated representatives, and construction manager on the Project, as currently conceived, planned, designed and constructed. The project will consist of the following:

PARKS & RECREATION FACILITY RENOVATION, EXPANSION, AND SITE IMPROVEMENTS

The facility will consist of Offices, Programs Rooms, Cafeteria, Theatre Room, Storage Rooms, 2 Gymnasiums, Gameroom, Arts & Craft Room, Computer Room, Dressing Rooms and Weight Room. The facility is to be constructed at the existing Parks & Recreation Center located at 315 East Palm Drive. This facility will service approximately 500-600 participants on a daily basis and 50 staff members and house the administrative and management and operations staff for the Community Service Department.

ADDITIONAL INFORMATION: COE is requesting that RFQ's be routed to: City of Edinburg Secretary's Office, P.O. Box 1079, Edinburg, TX 78539.

CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with COE, shall file a completed conflict of interest questionnaire with COE Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with COE; or (2) submits to COE an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with COE. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed, executed conflict of interest questionnaires may be mailed or delivered by hand to the Office of COE Clerk. If mailing a completed conflict of interest questionnaire, mail to: COE Secretary's Office, P.O. Box 1079, Edinburg, TX 78539. If delivering a completed, executed conflict of interest questionnaire, deliver to: COE Secretary's Office, City of Edinburg City Hall, 415 West University Dr., Edinburg, TX 78540. Firms should contact its own legal counsel with any questions regarding the statute or form.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS: City of Edinburg's Secretary's Office will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. COE will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify COE Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in COE Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: City of Edinburg requires submitters when hand-delivering statements of qualifications, to have a City of Secretary Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES: COE reserves the right to waive minor informalities or technicalities when it is in the best interest of COE.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of COE.

TERM The term of the contract shall be negotiated at the time of contract issuance and will correlate to the time necessary for submittal of complete construction drawings, designs and plans of the facility or other terms to be determined at the discretion of the Edinburg CITY Council.

FIRM RESPONSIBILITY It is the responsibility of each firm before submitting RFQ:

- To examine thoroughly the contract documents and other related data identified in the qualification documents.
- To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
- To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.
- To promptly notify COE Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION: COE has the authority and express right to terminate any Agreement awarded under this RFQ or any Work Order resulting from the Agreement at any time during the term of the Agreement for any reason, including but not limited to, instances where COE finds that the Contractor's work is negligent, not satisfactory, with or without cause, or not in accordance with the Agreement requirements.

SECTION II. RFQ REQUIREMENTS

PURPOSE: The intent of this Request for Qualifications and resulting contract is to obtain the services of a qualified professional for Architectural/Engineering and related Consultant services.

QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any COE limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

SUBMITTAL: For proper comparison and evaluation, COE requests that qualifications address, at a minimum, the following format.

- *Cover Letter - A brief introductory letter of representation.*
- *Executive Summary - A brief summary highlighting the most important points of the qualifications. If used, the Summary should not exceed five pages.*
- *Degree of Compliance - A statement that all products and services quoted in qualifications is in full accord with the specifications or a brief listing of all those specification sections to which the Firm takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.*

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

- **Firm Qualifications and Experience:** History and background of Firm, financial strength and stability, competence of management and key staff that would be assigned to the project, related services provided to government entities, existing customer satisfaction, a minimum of three (3) references including contact names, phone numbers and email addresses and current contracts for disaster related services which they are obligated to fulfill during the term of this agreement and a Parishment of litigation that the firm or staff is currently involved in, or has been involved in over the last (5) years, stating points of contention and results, if available.
- **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFQ requirements.
- **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration
- **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.

SECTION III. SCOPE OF SERVICES AND JOB REQUIREMENTS

- I. PROJECT OBJECTIVES** – Once firm is selected, the firm will provide a set of plans, specifications and cost estimates for the entire project by project phase designations with relevant studies and reports; these cost estimates shall also include cost of the firm to move from planning/design to implementation/ construction. These plans, specifications and estimates will consider the following, but will not be limited to:
- A. Use of state-of-the-art technologies and design methodologies. While any type of environmentally sound innovative building technologies and methodologies may be proposed during design, the COE is particularly interested in the following:
1. Provide welcoming, learning and gathering spaces for staff and the community.
 2. Make the facilities accessible and safe.
 3. Maintain the rural, natural character of Hidalgo County's environment, but create notable and distinctive presence as City facilities.
 4. Support the use of minimum energy and resources over time.

5. *Reflect economical construction consideration of environmental and social implications in designs and selection of materials and systems.*

6. *Emphasize durability, simplicity and sustainability.*

B. *Design criteria during design will include the following:*

1. *An integrated design approach. The COE will assign project stakeholders to work with the AE team in a collaborative project development process throughout all phases of the project.*

2. *Facilities designed for future expansion. The COE desires up-front planning of facility design to meet the needs of future programmatic growth and technology advances.*

3. *Facilities designed for energy efficiency. The integrated design process will allow for eco-charettes wherein specific subsystem efficiencies will be determined and finalized. The COE intends to use LEED (Leadership in Energy and Environmental Design) principals to meet the following energy efficiency goals:*

- *An energy efficiency goal of a minimum of 35% better than code.*
- *A water savings goal of 50% or better on exterior water use and 40% on interior water use.*
- *A lighting connected load goal of 1.0 watt per square foot or less.*
- *A priority placed on systematic integration of low cost and no cost efficiency into the designs.*

4. *Use of Energy Modeling to optimize cost and performance.*

5. *Facilities designed as 'buildings that teach.' The COE desires its new facilities to be 'tools' used to demonstrate concepts involving renewable and sustainable energy to the public.*

6. *The AE team shall assist the COE in the hiring of local, qualified contractors, subcontractors and/or suppliers whenever possible and practical.*

II. CONSULTANT TEAM REQUIREMENTS

A. *The consultant must have the capacity and capability to perform all required work at high quality in a timely and cost effective manner.*

B. *The consultant shall assure safety and security compliance with COE requirements.*

C. *The Consultant will be responsible for securing all planning/entitlement/utility approvals, and required permits for site improvements and construction of the facility.*

D. *Assign a Design Manager who will act as the project Chief Architect/Engineer managing all design disciplines, third party issues, and assure scope, budget, and schedule and regulatory compliance for the design of all phases of the Project.*

E. *Provide progress reports on a monthly basis with submission of the monthly invoices.*

F. *Provide monthly progress reports on the accomplishments and issues for the last work period and planned activities for the upcoming three months. Outline issues that were resolved and are those that are outstanding with a plan for their resolution.*

G. *Provide budget, schedule and quality compliance update of each task, expended budget, earned value, and variances. Explain the reason for negative variances for budget and schedule and provide a plan for recovery.*

H. *Coordinate with all authorities having jurisdiction, permitting agencies, and utilities serving the site.*

I. *Develop a permits/approvals tracking matrix outlining the necessary approvals, and the nature of the coordination/approval, agencies and contact persons, the date approval or coordination should be completed, estimate of fees, and the responsible team members. Update and redistribute the memorandum as necessary when substantive changes affecting schedule, budget or scope changes occur.*

- J. Provide support during bid and award process including review and response to contractor's questions regarding plans and technical specifications, issuance of addendums, and participation in pre-bid meeting and pre-construction meetings.
- K. Provide design support during construction to COE including but not limited to review of Requests for Information, Shop Drawing, other design submittals, Source Inspections for specialty equipment, design compliance field reviews, change order evaluation reviews, and cost estimating. Attend weekly construction meetings to provide input and clarify issues.
- L.

SECTION IV. SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

QUALIFICATION RANKING: Departmental Committees will evaluate and rank the written RFQs on a per project basis. After the RFQs have been ranked, the respective department will make a recommendation to COE Council. The selection committee may develop a short list not to exceed three firms to be interviewed by the committee before a recommendation is made for council approval. The interview process is an option that may occur depending on the original review by the selection committee.

NEGOTIATING PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. COE reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and three (3) copies of RFQs should be submitted to:

**City of Edinburg
City Secretary's Office
P.O. Box 1079
Edinburg, Texas 78540-1079
Telephone (956) 388-8204**

RFQs must be submitted by no later than 3:00 p.m. on Monday, April 2nd, 2012.

SCHEDULE OF EVENTS:

RFQ Acceptance, 3:00 p.m.	April 2, 2012
Review and Evaluation	April 2-6, 2012
Tentative Award of Contract – Council Meeting	April 17, 2012

SECTION V. RFQ EVALUATION

The evaluation system consists of a 100 point system. Categories under the 100-point system include response to RFQ.

1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e., applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained though

other clients should be substantiated by reference. A list and scope of the various projects for comparative purposes shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by COE. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The RFQ shall include the following:

- * Demonstrate an understanding of the scope of services
- * Address appropriate Federal/State/Local regulations and policies
- * Identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, COE, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate, through past experience of the proposed Team, that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

SECTION VI. AWARD OF CONTRACT, RESERVATION OF RIGHTS

Number of Contracts. COE reserves the right to award one, more than one or no contract(s) in response to this RFQ.

Advantageous Contract. The Contract, if awarded, will be awarded to the FIRM(s) whose Submittal(s) is/are deemed most advantageous to COE, in comportment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of COE Council.

Final Selection and COE Council Approval. COE may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of COE. However, final selection of a FIRM is subject to COE Council approval.

Remedy of Technical Errors. COE reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFQ, and to waive informalities and irregularities in the submittals received. COE also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.

Preparation Costs. This RFQ does not commit COE to enter into a Contract, award any services related to this RFQ, nor does it obligate COE to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

Insurance and Indemnity. If selected, FIRM will be required to comply with the Insurance and Indemnity Requirements established herein or as prescribed by law.

Independent Contractor. FIRM agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that COE shall in no way be responsible for FIRM's actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

Purchase Orders. As Needed. Execution of a contract does not obligate COE to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at COE's discretion, as needed, and will be communicated to the FIRM through individual Purchase Orders.

SECTION VII. GENERAL CONTRACT TERMS AND CONDITIONS

CONTRACT

Submitted documents and any negotiations, when properly accepted by COE, shall constitute a contract equally binding between the successful Firm and COE. No different or additional terms will become a part of this contract with the exception of a Change Order.

Negotiations may be conducted with responsible firms who submitted qualifications determined to be reasonably susceptible of being selected for award. All firms will be accorded fair and equal treatment with respect to any opportunity for negotiation.

CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY

All information disclosed by COE to successful Firm for the purpose of the work to be done or information that comes to the attention of the successful Firm during the course of performing such work is to be kept strictly confidential.

ADDENDA

Any interpretations, corrections or changes to this RFQ will be made by written addenda. Sole issuing authority of addenda shall be vested in COE Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Qualifications. Firms shall acknowledge receipt of all addenda.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the COE Purchasing.

ASSIGNMENT

The successful Firm shall not sell, assign, transfer or convey any contract resulting from this RFQ, in whole or in part, without the prior written consent of COE Council.

VENUE

This agreement will be governed and venue construed according to the laws of the State of Texas. This agreement is fully performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Firm and will be treated as confidential by COE.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:

A prospective Firm must meet the following requirements:

A prospective Firm must affirmatively demonstrate their responsibility; have adequate financial resources, or the ability to obtain such resources as required; be able to comply with the required or proposed delivery schedule; Have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive an award.

COE may request representation and other information sufficient to determine Firm's ability to meet these minimum standards listed above.

SUCCESSFUL FIRM SHALL

Successful Firm shall defend, indemnify and save harmless COE and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Firm, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Firm shall pay any judgment and cost of litigation which may be obtained against COE growing out of such injury or damages.

PRIME CONTRACTOR RESPONSIBILITIES

The selected Firm shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The COE shall consider the selected Firm to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

USE OF SUBCONTRACTORS

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding,

Firms may enter into subcontractor arrangements. Firms may submit a proposal in response to this RFQ, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the COE urges the prime contractor to use Texas/ City of Edinburg vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the COE Project Manager.

Information required of the prime contractor under the terms of this RFQ, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

INSURANCE REQUIREMENTS

Contractor shall furnish the COE with certificates of insurance effecting coverage(s) required by the RFQ (see Attachment III-Insurance). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and must be approved by the COE before work commences. The COE reserves the right to require complete certified copies of all required policies, at any time.

SUBCONTRACTOR INSURANCE

The Contractor shall include all subcontractors and COE as additionally insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements Stated herein for the contractor.

FIRMS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

ERRORS AND OMISSIONS IN PROPOSAL

The COE will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The COE reserves the right to make corrections or clarifications due to patent errors identified in proposals by the COE or the Proposer. The COE, at its option, has the right to request clarification or additional information from the Proposer.

TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, completion and acceptance of services or default. COE reserves the right to terminate the contract immediately in the event the successful Proposer fails to:

- *meet delivery or completion schedules or*
- *otherwise perform in accordance with the accepted proposal or*
- *File for Bankruptcy.*

Breach of contract or default authorizes COE to award to another Firm, purchase elsewhere and charge the full increase cost to the defaulting Firm.

Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful Firm must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to COE MANAGER, 415 West University Drive Edinburg, Texas.

PERFORMANCE OF CONTRACT

COE reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of COE in the event of breach or default or resulting contract award.

PURCHASE ORDER

A purchase order(s) shall be generated by COE to the successful Firm.

INVOICES

The invoices shall show:

- Name and address of successful Firm;
- Detailed breakdown of all charges for the services/products delivered stating any applicable period of time;
- COE Purchase Order Number.
- Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

PAYMENT

Payment will be made upon receipt and acceptance by COE of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Firm is required to pay subcontractors within the time period established by COE.

OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of COE.

FUNDING

Funds for payment have been provided through COE budget approved by the Edinburg COE Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current COE fiscal year shall be subject to budget approval.

NUMBER OF COPIES TO BE SUBMITTED:

COE requires one (1) original submittal and three (3) copies.

ATTACHMENT I - RFQ EVALUATION FORM

1. Overall Qualification of Team	Total Points Possible	40 pts.
A. Thoroughness of requested Information	(10 pts.)	_____
B. Experience with Similar Projects	(10 pts.)	_____
C. Capability to perform all services requested	(10 pts.)	_____
D. List of project references provided (on time completion)	(10 pts.)	_____
2. Previous Experience with City	Total Points Possible	10 pts.
A. Firm rating based on past experience	(10 pts.)	_____
(If Firm has not worked with City before 5 pts will be awarded)		
3. Availability	Total Points Possible	35 pts.
A. Capability to meet schedules & deadlines	(15 pts.)	_____
B. Current workload and ability to commence various requested projects simultaneously	(10 pts.)	_____
C. General turn around time for each project	(10 pts.)	_____
4. Financial Responsibility and Stability	Total Points Possible	15 pts.
A. Years in business	(5 pts.)	_____
B. Previous Insurance Claims (past 5 years)	(5 pts.)	_____
C. Insurance Responsibility (meets or exceeds requested requirements)	(5 pts.)	_____
GRAND TOTAL		_____

ATTACHMENT II - INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to COE under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to COE hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of COE consistent with potential exposure of COE under the Texas Tort Claims Act;
5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming COE as an additional insured shall be submitted to COE for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to COE prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to COE. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHMENT III - INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge the receipt of COE's required insurance limits. Said requirements:

Will be acquired within 10 working days after notification from the Department of Community Services of bid awarded by City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Community Services Director in order to qualify for award of bid and to execute a contract between the Company and COE.)

Will acquire additional amount needed to meet COE's requirements within 10 working days after notification from the Department of Community Services of bid awarded by COE of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Community Services Director in order to qualify for award of bid and to execute a contract between the Company and COE.) OR

Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Community Services Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHMENT IV - PROJECT REQUIREMENTS ACKNOWLEDGEMENTS

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded this RFQ, I may be eligible to enter a contract with COE and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the qualification packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your qualification.

Authorized Signature

Date

Company

Address

CITY, State, Zip

ATTACHMENT V - LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the COE or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with COE or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VI – FIRM QUALIFICATIONS – GENERAL QUESTIONNAIRE

Name/Name of Agency/Company: _____
(full, correct legal name)

Address: _____

Telephone/Fax: _____

- 1. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal? Yes____ No____
- 2. Is your Company authorized and/or licensed to do business in Texas? Yes____ No____
- 3. Where is the Company's corporate headquarters located? _____
- 4. Does the Company have an office located in Edinburg, Texas? Yes____ No____ If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?____ (years) ____ (months)
- 5. State the number of full-time employees at the Edinburg office. _____
- 6. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas? Yes____ No____ If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office? ____ (years) ____ (months)
- 7. State the number of full-time employees at the Hidalgo County office. _____
- 8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____
- 9. If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom COE may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited? Yes () No ().

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. *Bankruptcy Information*

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. *Provide any other names under which your business has operated within the last 10 years.*

ATTACHMENT VII – SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Telephone No. _____ Fax No. _____ e-mail _____

Print Name: _____ Signature: _____

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE

ATTACHMENT VIII- SUBMITTAL CHECKLIST

This checklist is to help the FIRM ensure that all required documents have been included in its submittal.

<i>Document and Location in Submittal</i>	<i>Check or Initial to Indicate Document is Attached to Submittal</i>
<i>Tab A - Interest Statement</i>	
<i>Tab B – Firm Qualifications - General Questionnaire (Attachment VI in RFQ)</i>	
<i>Tab C - *Project Requirements Acknowledgement (Attachment IV in RFQ)</i>	
<i>Tab D - *Litigation Disclosure (Attachment V in RFQ)</i>	
<i>Tab E - Proof of Insurability (Letter from Insurance Provider and copy of current Insurance Certificate)</i>	
<i>Tab F -*Insurance Requirement Acknowledgement (Attachment III in RFQ)</i>	
<i>Tab G- *Signature Page (Attachment VII in RFQ)</i>	
<i>Tab H - Submittal Checklist (Attachment VIII in RFQ)</i>	
<i>1 Original* and 3 Copies of Submittal</i>	

**Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.*