



The City of Edinburg is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Tuesday, April 5, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2022-013

TWO-STEP RFQ/RFP FOR DESIGN BUILD SERVICES FOR ANIMAL CONTROL FACILITY

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, ASSISTANT PURCHASING MANAGER, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com If you have any questions or require additional information regarding specifications for this proposal, please contact Tomas D. Reyna Assistant City Manager at (956) 388-8207 or treyna@cityofedinburg.com or Assistant Chief Peter De La Garza at (956) 383-7411 or pdgarza@cityofedinburg.com.

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must 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.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

Pursuant to the provision of the Texas Government Code, Chapter 2269, Subchapter G, it is the intention of The City of Edinburg, via a Two-Step Method, Request for Qualifications (RFQ), for Design-Build Services for the Animal Control Facility.

PURPOSE

The purpose of these solicitation documents is to provide a proposal for: **RFQ# 2022-13 TWO STEP DESIGN BUILD SERVICES ANIMAL CONTROL FACILITY**. The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting request for qualifications for the selection of a Design Build firm for the Animal Control Facility in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications.

This Request for Qualifications ("RFQ") is the first step in a two-step process for selecting a Design/Build firm for the Project. The RFQ provides the information necessary to prepare and submit Qualifications for Consideration and initial ranking by the Owner. Based on the initial ranking, the Owner may select up to five (5) of the top ranked Qualification respondents to respond to a separate Request for Proposals in the second step of the process.

In the second step of the process, Request for Proposals ("RFP"), the top selected Qualifications respondents will be required to submit additional information to the Owner, including fee proposals and general conditions prices ("Proposals"). The Owner will rank the Proposals in the order that they provide the "best value" for the Owner based on the published selection criteria and on the ranking evaluations. Following interviews, the "most" qualified respondents will be requested to attend an interview with the Owner to confirm their Proposal and answer additional questions. The Owner will then rank the remaining "most" qualified respondents in order to identify a "best value".

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Two (2) complete sets of the response, one (1) original marked "**ORIGINAL**," and one (1) Digital Copy on a **flash drive**. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQs 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package Design Build Services for Animal Control Facility is used, its meaning shall refer to the request for Design Build Services for Animal Control Facility as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract

shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Assistant Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be

provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid. The following forms must be completed with your bid response.

- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 13 Verification Form**
- **SB 19 Verification Form**

The forms stated above MUST be returned as part of your response. Failure to include these forms may result in your RFQ being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the RFQ. * **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the RFQ submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Tuesday, April 5, 2022 until 3:00 p.m.** for consideration. **One (1) original and one (1) digital copy in a Flash Drive** of the complete set of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"TWO-STEP RFQ/RFP FOR DESIGN BUILD SERVICES FOR ANIMAL CONTROL FACILITY"**. **In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive

Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14, 999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence /\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident
	Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100, 000 aggregate or \$500,000 combined single
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100, 000 aggregate or \$500,000 combined single limits

City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/ \$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured. Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY 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 the CITY 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 the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

SECTION I: FORMAT FOR REQUEST FOR QUALIFICATIONS

Proposal Narrative

All proposal information shall be presented in a single bound volume that has been checked sufficiently to ensure completeness and accuracy of detail. Proposals that do not comply with the instructions in this RFQ will not be accepted. It is mandatory that the proposal contains the following five (5) items and that it be presented in the following order:

1. Cover
2. Title Page
3. Letter of Transmittal
4. Table of Contents
5. Core Content
 - a. Recent Facility Projects
 - b. Consultant Project Approach
 - c. Community Build Support
 - d. Key Project Personnel
 - e. Past Project Performance
 - f. Cost Proposal
 - g. Staff Availability and Capability to Meet Deadlines
6. Supporting Attachments

Items 5 and 6 should be separated with either color-coded or tab-type dividers so the information may be quickly located.

A. Title Page

Show the RFQ title being proposed on, the name of your firm, address, telephone number(s), name of contact person, and date.

B. Letter of Transmittal

- a. Identify the RFQ project for which the proposal has been prepared.
- b. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
- c. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, and telephone numbers.
- d. A corporate officer or other individual who has the authority to bind the firm must sign the letter. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

C. Table of Contents

D. Details of Core Content

1. Recent Experience Include as a part of your proposal a brief statement concerning the recent relevant experience of the persons from your firm and each sub-consultant who will be actively engaged in the proposed effort. Do not include firm experience unless individuals who will work on this project participated in that experience.
-

2. Key Project Personnel Specific background information on key individuals who will be assigned to the project must be included. The background information on these individuals should emphasize their work experience relative to project requirements, current projects, and availability. The proposed key personnel must be the personnel assigned to the project.
3. Past Project Performance Information is to be provided on the firm's performance on past projects (include public projects if applicable), in regards to the project management items identified. Provide the names, addresses, current telephone numbers, and a brief project description of three past or current clients who are able to comment on aspects of your work relevant to this proposal.
4. Local Presences
A statement addressing the firm's established presence in the City of Edinburg or the surrounding area (within a 75-mile radius); which allows for immediate support of the needs of the Department and its programs.
5. Supporting Attachment Attach only information pertinent to the project being proposed on the that will provide reviewers clear and concise insights into your firm's capabilities.

SECTION II. SPECIFICATIONS

BACKGROUND

The City of Edinburg Police Department – Animal Control Division current operates a 15 Dog Kennels and 10 Cat Kennels and a small intake facility at 1301 N Doolittle Rd. Edinburg, Texas 78539. The Animal Control Division supervises animal control activities within the city limits. It responds to all animal bite cases, abused animal complaints and the removal of infected animals. Animal Control also provides the following:

- Animal establishment inspections
- Animal control calls
- Police Assistance
- Yearly Rabies Clinic

Our Mission

Assisting the City of Edinburg in protecting people and animals through compassionate care, community education, proactive intervention, and effective enforcement.

Our Vision

An innovative animal care and control division with a facility that will be providing animals and residents high quality, effective, and caring service.

Our Values

1. Compassion – We treat people and animals with empathy, kindness, and dignity.
 2. Customer Service – We meet the needs of our customers by being welcoming, attentive, respectful, and resourceful.
 3. Excellence – We provide high quality and responsive service and hold ourselves to the highest standards of professionalism.
 4. Integrity – We are honest, trustworthy, ethical, and accountable for our actions.
 5. Safety – We are uncompromising in our commitment to the health and safety of people and animals.
 6. Sustainability – We employ best practices and innovate to provide services and build programs with the future in mind.
-

SECTION III. SCOPE OF WORK

Design and construct the additional kennels, and facility to the current Animal Control Facility.

1. Add 45 additional dog kennels with a section designated for quarantine area.
2. Add 20 additional cat kennels
3. Add 1 additional small building facility, a duplicate facility that is currently in place.

Services shall include, but not be limited to:

- Design through completion of Construction Documents, preparation of a Guaranteed Maximum Price and Construction of chosen option
- The successful Design-Build firm will be responsible for obtaining staff input during the preparation of the Schematic Design documents. It is anticipated that three meetings may be required.
- Cost estimate at the end of 35% design and provision of the Guaranteed Maximum Price at 65% completion of design.
- Presentation of the design to the Public Safety Board, prior to construction and presentation to the Board, as required.
- Presentations to the Edinburg City Council, and other entities, as required.
- Texas Accessibility Standards review and inspections.
- Meeting all applicable codes and regulations.
- Necessary coordination with Edinburg Animal Control Division, and the Building Safety.
- Pull all necessary Permits for construction which all building permits will be waived.
- Provide all require bonds and insurances
- Respondents submitting proposals shall have demonstrated experience in the design and construction of facilities of this type.

DEFINITIONS

As used in this Request for Qualifications (RFQ), the terms have the meanings set forth below:

- A. "Design-Build Contract" means a single contract with a design-build firm for the complete design and construction of a facility.
 - B. "Design-Build Firm" means a partnership, corporation, or other legal entity or team that includes an engineer and a construction contractor qualified to engage in civil works construction in Texas.
 - C. "Owner" means the City of Edinburg through its Police Department, Animal Control Division.
-

IV. EVALUATION AND AWARD CRITERIA:

A committee of individuals representing the City of Edinburg will evaluate the proposals. The committee will rank the proposals as submitted.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews. The City reserves the right to request additional questions to be answered during the interviews, to determine which proposers will be interviewed, to determine the format and content of the interviews, and to establish the maximum number of people who may attend the interview from a proposer. The consultant's project manager identified in the proposal will be required to attend a requested interview. By submitting a proposal, it is understood that the proposers may not change (add or delete) personnel for interviews from those listed in the proposals without written consent from the City.

RFQ – EVALUATION: The evaluation system consists of a 100 points available for each candidate's qualifications. The RFQ will be ranked after evaluation. The submittal evaluation will be based on the following criteria.

- | | |
|---|-----------------|
| 1. Experience with similar municipal projects | 30 Total Points |
| 2. Experience and Qualifications of the Project Manager and Key Staff | 25 Total Points |
| 3. Respondent Past Performance | 25 Total Points |
| 4. Local Presences | 10 Total Points |
| 5. RFQ Submission Packet & Supporting Documents | 10 Total Points |

The schedule for this procurement process is currently as follows, and is subject to change by the City as it sole discretion:

STEP ONE - QUALIFICATIONS

March 18, 2022	RFQ Publicly Advertised (1 st Notice)
March 25, 2022	RFQ Publicly Advertised (2 nd Notice)
March 28, 2022	Questions and Clarifications regarding this RFQ due by 5:00 p.m.
March 30, 2022	Answers to questions distributed via a written addendum
April 5, 2022	Qualifications due by 3:00 p.m.
April 11, 2022	Selection Committee meets to short-list finalists for Step Two

STEP TWO – PROPOSALS & INTERVIEWS

April 13, 2022	RFP issued to short-list candidates
April 15, 2022	Questions regarding the RFP due by 5:00 p.m.
April 19, 2022	Answers to questions distributed via a written addendum
April 20, 2022	Proposals from short-listed candidates due by 3:00 p.m.
April 22, 2022	Interviews with short-listed candidates
April 26, 2022	Selection recommendation
May 3, 2022	City Council Approval

V: CITY CONTACT

If you have any questions or require additional information regarding specifications for this proposal, please contact Tomas D. Reyna Assistant City Manager at (956) 388-8207 or treyne@cityofedinburg.com or Assistant Chief Peter De La Garza at (956) 383-7411 or pdgarza@cityofedinburg.com

**ATTACHMENT V
LITIGATION DISCLOSURE FORM**

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

1. 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

- 1 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 CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. 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 the CITY 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
COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE**

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

• Address: _____

• Telephone/Fax: _____

• Email address: _____

2. 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 ___

3. Is your Company authorized and/or licensed to do business in Texas?

Yes ___ No ___

4. Where is the Company's corporate headquarters located? _____

5. a. Does the Company have an office located in Edinburg, Texas?

Yes ___ No ___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes ___ No ___

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. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: _____

Address: _____
Telephone: _____
Fax: _____
Email: _____

8. 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. _____

9. 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. _____

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

**ATTACHMENT VII
HOUSE BILL 89 VERIFICATION**

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

**ATTACHMENT VIII
SENATE BILL 13 VERIFICATION**

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) does not boycott energy companies and;**
- 2) will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001; and*
 - 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

**ATTACHMENT IX
SENATE BILL 19 VERIFICATION**

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) **does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- (2) **will not discriminate during the term of the contract against a firearm entity or firearm trade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*
 - (bb) for any traditional business reason that is specific to the customer or potential customer*

and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
 - 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
 - 6) *"Firearm entity" means:*
 - a) *firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b) *a sport shooting range as defined by Section 250.001, Local Government Code.*
 - 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
 - a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) *has two or more firearm entities as members; and*
 - c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE: