# CITY OF SAN ANGELO REQUEST FOR QUALIFICATIONS

**Engineering Services** 

# Professional Services – Engineering and Surveying Services for Chadbourne St. Improvements, Phase A

RFQ No: ES-01-19



City of San Angelo 72 West College Avenue San Angelo, Texas 76903

Submittal Deadline October 31, 2018, 2:00 PM Local Time

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# INVITATION

#### General

The City of San Angelo is seeking responses to the Request for Qualifications (RFQ) from qualified infrastructure and streetscape consulting firms, to provide professional services related to the Chadbourne Street Infrastructure Improvements project, Phase A. It is expected that the qualified team would include all design professionals needed to complete the project. This would include engineering, surveying, landscape architecture, and any other design professionals required on the project.

Consultants or individuals shall have experience in the following areas:

- Experience with TxDOT Transportation Alternative Set-Aside Program funded infrastructure projects
- Experience with Historical Districts and their unique requirements
- Familiarity with projects located in the geographic area of the State of Texas and the City of San Angelo
- · Availability to commence services immediately upon contract award
- Ability to coordinate among various disciplines and City staff, local business leaders, and the general public.

It is the intention of the City in going forward with this solicitation to retain the services of the best-qualified professional for the project.

#### Document Availability

Documents are available in the Purchasing Division or may be downloaded from the City's website at <u>www.cosatx.us</u>. To locate the documents on the website go to:

 Bid Information > RFQ: ES-01-19 Professional Services – Engineering and Surveying Services for Chadbourne St. Improvements, Phase A

#### **Pre-Bid Conference**

A non-mandatory pre-bid conference will be held on **October 10, 2018 at 10:00 A.M.**, located at 72 W. College Ave. San Angelo, TX 76905 in the East Reception Room of City Hall. Representatives of the City will discuss the project and answer questions regarding bid procedures.

#### **Digital Format**

If specifications are obtained in digital format in order to prepare a submission, the submission must be submitted in hard copy according to the instructions contained in this RFQ package. If, in its response, firms make any changes whatsoever to the published specifications, the specification **as published** shall control. Furthermore, if an alteration of any kind to the specifications is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

#### **Required Response**

The City requires a response to any RFQ notifications mailed to potential firms. Should a firm choose not to provide a submission on the project, then in order to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" form must be submitted.

#### **Deadline and Delivery Location**

Sealed RFQ submittals must be received no later than October 31, 2018, 2:00 PM, Local Time. The clock located in Purchasing will be the official time. Submissions received after the bidding deadline, regardless of the mode of delivery, will be not be considered.

It is the sole responsibility of the firm to ensure that the sealed RFQ submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.

Faxed or electronically transmitted RFQ submittals will not be accepted.



CITY OF SAN ANGELO

PURCHASING DIVISION 72 West College Avenue, San Angelo, Texas 76903 Tel: (325) 657-4219

### Copies

Submit: One (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFQ forms.

#### **Delivery Address**

City of San Angelo Purchasing Division, RFQ: ES-01-19 72 W. College Ave., Suite 310 San Angelo, Texas 76903

# Mark Sealed Envelope: "RFQ NO. ES-01-19 / Professional Services – Engineering and Surveying Services for Chadbourne St. Improvements, Phase A.

#### Addenda

Should specifications be revised prior to the deadline for submission of the RFQ, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Firms should **acknowledge any addenda and return the form with their RFQ package.** Firm is responsible for checking the City's website to determine if any addenda have been issued prior to submitting their RFQ response. Failure to consider all addenda will be at the firm's risk.

#### **Rejection of Submissions**

The City of San Angelo reserves the right to reject all RFQ responses, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional responses.

#### **Points of Contact**

#### **Request for Qualifications:**

#### Candice Blake, Manager

Purchasing Division City of San Angelo 72 W. College Ave. San Angelo, Texas 76903 sapurch@cosatx.us (325) 657-4219

#### **Project Manager after Council Award:**

## Andy Vecellio, Assistant City Engineer

Engineering Services City of San Angelo 301 W. Beauregard Ave. San Angelo, Texas 76903



# 1. INSTRUCTIONS TO FIRMS

### 1.1. Interpretations

All questions about the meaning or intent of the RFQ documents, including specifications shall be submitted to the Purchasing Division in writing. Replies will be issued by addenda and posted on the City's website. Questions received less than a week prior to the date for opening of RFQ submissions will not be answered. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect. The RFQ invitation number must appear on all correspondence, inquiries, etc. It is the firm's responsibility to ensure all addenda have been considered prior to submitting a response.

#### 1.2. Restrictions on Communication

Firms shall not communicate with: 1) elected City officials and their staff regarding the RFQ or from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or proposal submitted by firm. Violation of this provision by firm and/or its agent may lead to disqualification of firm's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

- 1. Private (non-business) contacts with the City by the firm's employees acting in their personal capacity;
- 2. Casual social contacts that do not include mention of the RFQ;
- 3. Firms may submit written questions concerning this RFQ to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent by email to <u>sapurch@cosatx.us</u>. *Please ensure the RFQ Number and Title is in the Subject Line.* Questions submitted and the City's responses will be published in the form of addenda to the City's website at <u>www.cosatx.us</u>. Firm is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

- 4. Firms may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, firms shall not bring lobbyists. All cost associated with interviews will be at the firms' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
- 5. Upon completion of the evaluation process, firms shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Firms desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any firm to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by firm of this section.

#### 1.3. Disqualification

The firm may be disqualified for any of the following reasons:

- A. The firm is involved in any litigation against the City of San Angelo;
- B. The firm is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The firm is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The submission is not received by the RFQ submittal deadline; or,
- E. The submission is not executed by a person authorized to enter into a contract binding on the firm.



# 1.4. Confidentiality

All responses submitted shall remain confidential. After selection of a firm, submissions will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the submission unless clearly identified as such.

## 1.5. Selection

The City reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFQ process.

The City will select the most highly qualified firm(s)/team(s) for the requested services based on demonstrated competence and qualifications.

#### 1.6. Proposed Terms of the Agreement

The term of the agreement will be negotiated with the selected firm.

#### 1.7. Acceptance of Content

Before submitting a response, each firm shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which their submission will rely. If the firm receives an offer because of its submission, failure to have made such investigation and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements.

#### 1.8. Equal Employment Opportunity

All firms must be equal opportunity employers. Disadvantaged and minority respondents are encouraged to participate in this RFQ. Firms must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, or disability.

## 1.9. Modification – Corrections, Deletion, or Additions

No phone, fax, or email changes to submissions will be accepted. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to opening.

## 1.10. Submission by Corporation

Submissions by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Submissions by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Submissions by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A submission by a person who affixes to their signature the word "president", "secretary", "agent", or other designation without disclosing their principle may be held to be the submission of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

Forms must be completed in ink. All blank spaces shall be filled. Submissions received without all such items completed may be considered nonresponsive.

The firm is not required to acknowledge receipt of addenda but shall include all addenda in firm's response. No alterations in submissions or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the firm. Failure to consider all addenda prior to submitting a submission shall be at the risk of the firm.

#### 1.11. Withdrawal of Submission

Submissions may be modified or withdrawn by contacting the Purchasing Division and requesting withdrawal any time prior to opening of submissions. Notice must be in writing. Notices by email, fax, or phone will not be accepted.



CITY OF SAN ANGELO

PURCHASING DIVISION 72 West College Avenue, San Angelo, Texas 76903 Tel: (325) 657-4219

# 1.12. Examination of Contract Documents

Each firm shall thoroughly examine and be familiar with this document, specifications, etc. The submission shall constitute an acknowledgment that the firm has thoroughly examined and is familiar with the contract documents. The failure or neglect of a firm to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to their submission or to the contract.

#### 1.13. Familiarization with the Type of Work

Each prospective firm shall familiarize themselves with the work, local labor conditions and all laws, regulations, and other factors affecting performance of the work. Firm shall carefully correlate their observations with requirements of this request and otherwise satisfy itself of the expense and difficulties attending performance of the work. The submission will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

#### 1.14. Reservation

Firm understands the City reserves the right to reject any submission(s) and the right to waive technicalities if such waiver is in the best interest of the City.



# 2. TYPE OF PROFESSIONAL SERVICES REQUIRED

Services performed will include construction documents for streetscape and landscape architecture services to include but not limited to streets, water, sewer, and stormwater infrastructure, franchise utility coordination, surveying, project scheduling, cost estimating, environmental clearance assistance, and TxDOT grant funding assistance, as combined or separate services, as required hereunder to provide engineering, planning, consultation, construction documents development, drafting and other related services for the City of San Angelo.

This RFQ is issued for a streetscape project to include the rehabilitation of Chadbourne Street. The construction of the project will be partially funded from the TxDOT Transportation Assistance Set-Aside Program. The project is anticipated to be completed in 3 phases over an eight year period. Phase A will include improvements from the Concho River to Beauregard Avenue with construction to begin no later than July, 2020.

The two additional construction phases of Chadbourne Street improvements include areas from US 6<sup>th</sup> Street to West Beauregard Avenue and south of the Concho River to Washington Drive. The selected firm will be expected to complete 100% final design documents for Phase A by March 31, 2020. In addition, the selected firm may also be chosen to complete the project construction documents for the two subsequent Phases, B and C, or the portion there of to complement the development of Phase A pertaining to contiguous utilities.



The following professional firms should apply for consideration:

- Texas Licensed Engineers and Licensed Landscape Architects with proven background, training, and qualifications, meeting all requirements of this RFQ
- Engineers and Landscape Architects who have experience in similar sized projects
- Engineers and Landscape Architects who will be available to come to the City on a routine basis
- Engineers and Landscape Architects who have formed a strong, responsible team
- Engineers and Landscape Architects with positive experience in Streetscape and Infrastructure programs
- Engineers and Landscape Architects with a working partnership or on staff Registered Professional Land Surveyor licensed in the State of Texas

All qualified firms shall have current licenses as required under the State of Texas for the provision of services requested by the City.

#### 2.1. Scope of Services

The anticipated scope of services shall include, but not be limited to, the following:

## 2.1.1. Architectural and Engineering Services

The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the



applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

- 2.1.2. Preparing, attending, and presenting items or presentations to City Staff or City Council and Public Meetings. Preparing and posting public notifications.
- 2.1.3. Consultation, construction document preparation, engineering, drafting, planning, and costing processes relating to Streetscape and Infrastructure Services as outlined below:
  - Existing Concepts: The City of San Angelo has accumulated concept plans and other drawings in the planning stages for the Chadbourne Street Improvements Project. The selected firm(s) will be expected to review the existing plans, drawings, and documents for the potential inclusion of some aspects into the final construction documents. Also existing TxDOT and COSA design criteria will need to be followed.
  - **Streetscape:** Review existing concept information and coordinate final landscape architectural construction documents, recommendation and selection of streetscape facilities and amenities, conduct meetings with City staff, conduct public meetings or hearings, coordinate with and develop construction phasing and/or site access management plan to accommodate local businesses, and review and complete construction documents development within existing project budget.
  - Streets and street-related infrastructure: Use of existing concepts to develop construction documents for city streets including the complete excavation, removal, and replacement/rehabilitation of asphaltic or concrete surface, flexible base material, curb and gutter, drainage structures, signing, striping, sidewalks, landscaping, lighting, traffic control and new streets.
  - Pedestrian-related infrastructure: Use of existing concepts to develop construction documents for sidewalks, ADA-compliant handicap ramps, support structure and surface for ADA-compliant ramp and connection to existing trail network, and ensure that the plans for and the construction of the project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).
  - Water infrastructure: Use of existing concepts to develop construction documents for new or rehabilitation of existing water mains, valves, fire hydrants, and water service lines (up to the meter, property line or easement).
  - Sewer infrastructure: Use of existing concepts to develop construction documents for new or rehabilitation of existing sewer mains, manholes, and sewer service lines (up to the property line or easement).
  - Stormwater infrastructure: Use of existing concepts for the modeling, analysis, and development of construction documents of stormwater systems including open channels, detention ponds, underground storm drains, inlets, culverts and other stormwater facilities and drainage studies sufficient to meet City of San Angelo stormwater design and management requirements.
  - **Surveying services:** Conventional and GPS Surveying. These services include the horizontal and vertical locations of existing condition information for the engineering construction documents development of the proposed project. Additional services may include stake out of construction projects, boundary and ownership research and determination, and the right-of-way takings.
  - Environmental clearance: Contact and submit appropriate project information to pertinent governmental agencies, familiarize with and satisfy funding agency environmental clearance



requirements, and incorporate environmental clearance conditions or requirements into the project bid and construction documents.

- Utility coordination of existing and proposed franchise utilities with utility, public, and private agencies: Coordination of existing and proposed franchise utilities for the project. The selected firm is to contact all utility companies and governmental agencies having facilities within the project area and obtain necessary information on their existing and proposed facilities. A primary focus of the project will be to evaluate the feasibility and cost of relocating power lines to below ground, as well as project construction documents development to incorporate underground power based on the results of the feasibility evaluation. The firm is to coordinate construction documents development activities with the respective utility companies/governmental agencies and the City of San Angelo Project Manager.
- Other duties as appropriate relating to Streetscape Projects.



## 3. REQUEST FOR QUALIFICATION FORMAT

Respondents are encouraged to use their own format within the guidelines described in the RFQ:

- Maximum page size for graphics: 11 inches by 17 inches.
- Maximum page size for text: 8.5 inches by 11 inches.
- Minimum line spacing: 1.0
- Minimum font size: 12 point (except for documents prepared by others; e.g., Professional Liability Insurance Certificate).
- Minimum margins: 1 inch on all sides.

In addition to all required forms and documentation, each firm must provide the following information (limited to 20 pages exclusive of cover page and team resumes):

#### 3.1. Cover Page

Show the subject, the name of your firm, address, telephone number(s), name of contact person, and date.

#### 3.2. Table of Contents – 1 page

Clearly identify the materials by section and page number.

#### 3.3. Team Capability – 3 pages

The consultant and team's capability to perform all of the work and recent experience in projects comparable to the proposed scope of work.

#### 3.4. Key Personnel – 3 pages exclusive of team resumes

The team's key personnel professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of the TxDOT policies, and procedures. Specific emphasis should be placed on the primary contact, team expertise leaders, and sub-consultants being used on the project.

## 3.5. Quality of Similar Projects – 8 page

The team's capability to meet aggressive schedules and deadlines; quality of similar previous projects and their capability to complete similar plans without having major cost escalations or overruns. Provide at least five project descriptions and references from previous projects.

#### 3.6. Understanding the Scope of Work – 3 pages

The team's understanding of the project and potential challenges.

#### 3.7. Familiarity – 1 page

Degree of interest shown by the team in the undertaking of the project, and their familiarity with and proximity to the geographic location of San Angelo and the project. Describe the ability of the project team to meet in person with the City staff when required during the performance of the contract.



# 4. EVALUATION CRITERIA

Ratings shall be based on the following criteria and point range respectively:

#### A. Project Approach/Project Management Plan (0-30 POINTS)

- Understanding of Request for Qualifications and scope of work
- Attendance of Pre-Bid Conference
- Proposed approach
- Detailed work plan for the proposed project
- Team's ability to meet the project schedule
- Interaction and coordination
- Knowledge of City work and previous project experiences with the City

#### B. Key Project Personnel - Qualifications and Experience (0-30 POINTS)

- Project Manager or Leader
- Project personnel and roles, including lead technical resource
- Project team organization
- Staff/project manager availability, commitment to the project, and staff location

### C. Similar Projects Experience (0-30 POINTS)

- Directly related experience and qualifications
- Recent experience in similar projects comparable to the one proposed

#### D. Firm Location (0-10 POINTS)

• Firm's location and ability to meet with City personnel as required.

TOTAL POSSIBLE SCORE

**100 POINTS MAXIMUM** 



# 5. EVALUATION PROCESS

- a. The selection committee shall screen and rate all of the responses that are submitted. Selection ratings will be based on the 100-point scale above.
- b. The selection committee will select the most qualified firm(s) and may invite them for an interview, at the firms' own expense, if desired.
- c. The City will evaluate all responses based on the qualifications, background, training, experience, staff qualifications, and interviews (if applicable). The City reserves the right to negotiate the final fee schedule, prior to recommending any firm for a contract.
- d. When services and fees are agreed upon, the selected firms shall be offered a consulting contract subject to City Council approval.
- e. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked firm. The process shall continue until an agreement is reached with a qualified firm.

This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to, and attending the interviews.

Selection Committee Members will be determined during the RFQ process and will consist of a combination of Council Members, City Staff, and outside interested parties.



# 6. NO BID REPLY

ES-01-19 / Professional Services – Engineering and Surveying Services for Chadbourne St. Improvements, Phase A

If for any reason, you <u>are not</u> submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to <u>sapurch@cosatx.us</u> in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

We wish to: () Remain On

() Be Deleted From the list of vendors for the City of San Angelo.

# A. We hereby submit a "No Bid" because:

- () 1. We are not interested in selling through the bid process.
- () 2. We are unable to prepare the bid form in time to meet the due date.
- () 3. We do not wish to bid under the terms and conditions of the agreement. OBJECTIONS:
- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to sell to the City of San Angelo. OBJECTIONS:
- () 7. We do not sell the items or provide the services requested.

() 8.	Other:					
		Fir	m	 	 	
		Sig	ned	 	 	
		Da	te			



# 7. RFQ SUBMITTAL FORMS

## Copies

Submit: One (1) unbound original (binder clips acceptable, four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFQ forms.

Please submit all forms in the following order:

- Contact Information
- Addenda Acknowledgment Form
- Disclosure of Certain Relationships Form
- Debarment and Suspension Certification
- References
- Special Insurance Rider
- □ Verification Relating to Prohibited Contracts Israel
- Draft Contract Cover
- Survey

\*At council award, one signed, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at <a href="https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm</a> will be required.

In submitting its response, firm certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the RFQ process. In the event it reasonably appears that the firm influenced or attempted to influence the RFQ process, the City may, in its discretion, reject the response.

# Submit all forms beyond this point.



Firm Name:		
Authorized Signer:		
Print Name:	Date:	
Title:	Email:	
Primary Contact:		
Title:	Email:	
Telephone:	Fax:	
Mailing Address:		
City, State, Zip:		
Physical Address:		
(Cannot be a PO Box)		
City, State, Zip:		

Attach IRS W-9



## Addenda Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated	Received
Addendum No. 2 dated	Received
Addendum No. 3 dated	Received

Please Print

Company Name
Signature
Printed Name
Title
Date
Address

City, State Zip Code



#### Disclosure of Certain Relationships

### NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are explained in more detail at the Texas Ethics Commission website available and at https://www.ethics.state.tx.us/filinginfo/conflict forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <u>http://cosatx.us.</u> If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

urchasing Manager

#### LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 06/05/18)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers who submit bids/proposals), Local Government Officers are:

#### City of San Angelo City Council:

Mayor:	Brenda Gunter, Mayor
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Councilmembers: Tommy Hiebert, SMD 1 Tom Thompson, SMD 2 Harry Thomas, SMD 3 Lucy Gonzales, SMD 4 Lane Carter, SMD5 (Mayor Pro Tem) Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

#### **Development Corporation officers are:**

Edward Carrasco, President Todd R. Kolls, Second Vice President David Cummings, Director John Edward Bariou, Jr., Director Bill Dendle, Director Aaron Padilla, Director Oscar Casillas, Director

Executive Director: Guy Andrews

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ	
For vendor doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY	
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received	
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.		
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		
1 Name of vendor who has a business relationship with local governmental entity.		
The services of the second second contraction of the second		
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which	
<sup>3</sup> Name of local government officer about whom the information is being disclosed.		
Name of Officer		
<ul> <li>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</li> <li>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</li> <li>Yes</li> <li>No</li> <li>B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable income is not received from the local government officer or a family member of the officer AND the taxable income is not received from the local government al entity?</li> </ul>		
Yes No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0		
7		
Signature of vendor doing business with the governmental entity	Date	
Form provided by Texas Ethics Commission www.ethics.state.tx.us	Revised 11/30/2015	



# CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Governmetn Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

 $(\tilde{\mathbf{i}})$  a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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Revised 11/30/2015



#### **Debarment and Suspension Certification**

- (1) The prospective primary firm certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

BY: \_

(2) Where the prospective primary firm is unable to certify to any of the statements in this certification, such prospective primary firm shall attach an explanation to this bid proposal.

PROVIDER: \_\_\_\_\_

Signature

- 9.....

ITS: \_\_\_\_\_

DATE:



#### **Debarment and Suspension Certification**

## INSTRUCTIONS

- 1. By signing and submitting this proposal, the prospective firm is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective firm shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective firms to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective firm knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
- 4. The prospective firm shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective firm learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "firm," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
- 6. The prospective firm agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
- 7. The prospective firm further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A firm in a covered transaction may rely upon a certification of a prospective firm in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A firm may decide the method and frequency by which it determines the ineligibility of its principals. Each firm may, but is not required to, check the Non-procurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a firm is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a firm in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



## References

References: List three (3) projects of similar size and scope; giving company's name, owner's representative name, project description, and telephone numbers for each.

				<b>-</b>
REF	ERI	ENC	EO	NE

Government/Company Name:	
Scope of Work:	

# **REFERENCE TWO**

Government/Company Name:	
Location:	
Telephone Number:	
Scope of Work:	
Contract Period:	
Contract Amount:	

# **REFERENCE THREE**

Government/Company Name:	
Location:	
Scope of Work:	
Contract Amount:	



#### **Special Insurance Rider**

1. <u>TYPES AND AMOUNTS OF INSURANCE REQUIRED</u>. Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

**1.1** <u>Commercial General Liability</u>. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products – Completed Operations
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

**1.2 Business Automobile Liability**. This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00 Each Accident Limit

**1.3** <u>Workers' Compensation and Employer's Liability</u>. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount		Workers' Compensation	
\$	500,000.00	Employer's Liability, Each Accident	
\$	500,000.00	Employer's Liability, Disease - Each Employee	
\$	500,000.00	Employer's Liability, Disease - Policy Limit	

**1.4 <u>Professional Liability</u>.** This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$2,000,000.00 Combined Single Limits

If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.



Vendor agrees to comply with City of San Angelo Special Insurance Rider requirements.

Date

By: \_\_\_\_

Name and Title of Authorized Representative

Signature of Authorized Representative



#### Verification Relating to Prohibited Contracts - Israel

My name is	(First)	(Middle)	(Last)		, <u>"Declarant":</u>
My date of birth is _	· · ·		; and,		
My address is	(Street)		,(City)		(State)
(Zip Code)	, and (Country)		·		
My position with	(contracting company)		, contracting company,	is (office held)	

City of San Angelo, Texas, RFQ ES-01-19

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

, 20

Executed in		County, State of	, on the	day of
	(County)			

(Month)

Declarant



## **Draft Contract Cover**

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

\_\_\_\_ I have read and can comply with all contract terms. I am not returning the draft contract.

\_\_\_\_\_ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Signature

Date

Contract # \_\_\_\_\_

RFQ No.

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

CITY OF SAN ANGELO/OWNER,	Department
Director/Representative:	, Director
San Angelo, Texas, 76903	
Telephone: (325)	
EMAIL:	

# CONTRACTOR:

(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes  $\Box$  / No  $\Box$ 

Authorizing Office EMAIL:	er/Agent:	
Address:		
Telephone:		
-	on of Project & Scope of Work: <u>general description of the project that is set forth in t</u>	he RFB/RFP wil
be included here)		
 Effective Date: , 2018.	This contract shall be effective from and after the	day of_



# Date of City Council Authorization

\_\_\_\_\_, 20\_\_\_\_

**Contract Time:** 
Contractor agrees to substantially complete Work within \_\_\_\_\_\_ consecutive days after the date Work commences as established by the Notice to Proceed, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies; or

 $\underline{\mathbf{X}}$  The term of this contract shall be for a period of <u>five (5) years</u>, commencing on the "Effective Date" and automatically expiring on \_\_\_\_\_\_, 20\_\_\_, subject to extension as may be provided for in the contract documents.

□ City shall have \_\_\_\_\_(\_\_\_) options to extend the term hereof for a period of <u>(number)</u> (\_\_\_\_) <u>(length of term such as "one year")</u> each, subject to availability and appropriation of funds. City must notify Provider of its desire to exercise the option to extend the term hereof in writing ninety (90) calendar days prior to the expiration of this Agreement

# Davis-Bacon Act or Texas Prevailing Wage Rate, Texas Gov. Code, Chap. 2258:

Davis-Bacon Act required payment of prevailing wages on federally funded or assisted construction projects

# $\Box$ Applies / <u>X</u> Does Not Apply to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates

# $\Box$ Applies / <u>X</u> Does Not Apply to this contract.

**Contract Price:** Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

 $\square$  Base Price \$

 $\underline{\mathbf{X}}$  Schedule of Rates and Charges,

- □ plus Alternate 1 \$\_\_\_\_\_,
- □ plus Alternate 2 \$\_\_\_\_\_,
- □ plus Alternate 3 \$\_\_\_\_\_

for a total sum of <u>AND NO/100 DOLLARS (\$)</u>, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies.

**Contract Documents Adopted by Reference:** The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:



X RFQ No. ES-01-19

$\Box$ ADDENDUM 1 to bid dated, 20
$\Box$ ADDENDUM 2 to bid dated, 20
$\Box$ ADDENDUM 3 to bid dated, 20
□ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018)
X City of San Angelo Standard Professional Services Contract Terms (effective April 16, 2018)
□ City of San Angelo Special Contract Terms for Contracts (effective, 20) (CMAR./Prof. Svcs./other)
□ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018)
Plans:
(Include engineering entity, date, part/phase and other identifying information)
Technical Specifications
(Include source, date, part/phase and other identifying
information)
$\underline{\mathbf{X}}$ Contractor's Response to RFQ No. ES-01-19
□ Other:

# Acknowledgement of Receipt of Contract Documents:

The foregoing identified Contract Documents excluding Contractor's Response to request for bid or proposal are posted on the City's website at <u>http://www.cosatx.us/departments-</u> <u>services/purchasing/bid-information</u>. Hard copies are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.



The terms, provisions, specifications and conditions of RFQ No. ES-01-19 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFQ shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.

**Separately Executed Contract Documents:** The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

X Authorized Signature/Contact Information (with W-9)

□ Bid Security (based on base bid price)

□ Performance & Payment Bonds (if applicable)

<u>X</u> "Conflict of Interest Questionnaire" Chapter 176 of the Texas Local Government Code

X Debarment and Suspension Certification

□ Local Preference Consideration Application & Economic Impact Details

 $\Box$  Vendor Compliance with Reciprocity on Non-Resident Vendors

X Verification Relating to Prohibited Contracts – Israel

X Certificate of Insurance

X Special Insurance Rider

<u>X</u> Original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at <u>https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm</u>, with original submitted to City of San Angelo Purchasing Division.

**Contractor Representations and Warranty:** Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

Authority to Execute: Each of the below named persons executing this contract hereby warrant and represent that he or she is properly authorized to execute the contract for purposes of legally binding the party on whose behalf the contract is executed.



**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective duly authorized officials the day and year indicated below.

# **CONTRACTOR:**

BY:\_\_\_\_\_(Name and office held)

DATE: \_\_\_\_\_

EMAIL:

**CITY OF SAN ANGELO:** 

By: \_\_\_ Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

DATE: (SEAL)

**City Official Approvals:** 

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Candice Blake, Purchasing Manager

APPROVED AS TO RISK:

APPROVED AS TO FORM:

Russell Pehl, City Engineer

Charles Hagen, Risk Manager

Dan T. Saluri, Deputy City Attorney



# Survey

How did you hear about this RFQ?

- □ Newspaper
- Email
- Letter
- City Website
- Person: \_\_\_\_\_\_
- Other: \_\_\_\_\_