REQUEST FOR QUALIFICATIONS ENGINEERING SERVICES
FOR THE DESIGN OF A LOCAL ROADWAY PROJECT

1.0 PURPOSE:

The purpose of this Request for Qualifications (RFQ) is to obtain the necessary information for the City of Melissa to identify, evaluate, and contract with a qualified professional engineering firm to design a local roadway project.

2.0 INSTRUCTIONS FOR SUBMISSION:

Selection of a firm will be based on the City of Melissa selection team's evaluation of the submittals related to the firm's resources, experience and qualifications to provide engineering services for the design of paving improvements as noted in 4.0 Requirements. Five copies of the qualifications, limited to fifteen pages, shall be placed in a sealed envelope and shall be submitted to the City Manager, City of Melissa, 3411 Barker Avenue, Melissa, Texas 75454, no later than 11 a.m. on July 16, 2020. "Request for Qualifications for Engineering Design Services of a Local Roadway Project" shall be placed on the outside of the sealed envelope.

Any submittals received later than the specified time, whether delivered in person or by mail, will not be accepted, and shall be returned unopened. The City of Melissa reserves the right to waive any informality and to reject any or all qualifications/proposals and to waive minor formalities and irregularities.

Submissions will be publicly opened, and the names of the offerors will be read aloud, on the due date and time at the City of Melissa City Hall. No modification to this RFQ or the resulting submissions will be considered bona fide unless such modifications are made in writing.

A short list of firms may be selected in August 2020 to provide a presentation to allow the firm to describe their qualifications and project approach in more detail. After selection of a firm, the City and the selected firm will negotiate a scope of services, schedule and a fee for those services. The City will select the RFQ submitted that provides the best value to the City. The City reserves the right to reject any or all submittals and discontinue this process without any obligation or liability to any potential respondent.

3.0 PROJECT DESCRIPTION:

The City of Melissa has identified a roadway in need of construction in Service Area 2 of
the City, adjacent to the new Melissa High School.
This project will consist of designing a pavement section based on a soils analysis and projected traffic volumes. TXDOT coordination on the design will be necessary.
At this time, there is no construction schedule identified.

4.0 REQUIREMENTS:

4.1. Executive Summary
Provide an executive summary of your firm's response to this RFQ. The firm should prepare a narrative description of your firm's experience and how the design will be accomplished as well as the recommended construction of the project. This summary should identify the primary benefits to the City of Melissa of retaining your firm and your firm's commitment to the project. (20 points)

4.2. Experience on Similar Projects
Provide a list of similar projects your firm has performed engineering design services for other municipalities. Be specific and provide examples of projects that closely match in scope. Provide contact information with the other municipalities that can serve as a reference for your previous projects. Identify any major design or construction issues associated with the project. (20 points)

4.3. Qualifications of Project Manager and Key Personnel
Provide the names, qualifications and a list of similar projects for the Project Manager and key personnel. Provide an organizational chart showing all personnel and subcontractors. (25 points)

4.4. Proposed Schedule
Provide a schedule for the project including surveying, preliminary design, and final design. (15 points)

5.0 EVALUATION:

The City will establish a selection team made up of various City employees. The team will use the firm's submittal to score the information based on the number of points for each item as identified above. The top firms may be given an opportunity to make a presentation to the City's selection team. If an interview/presentation is requested, a 20-30-minute presentation should be made by the proposed Project Manager. The Project Manager presentation should focus on the firm's qualifications, the project design and any unique design approach that is brought to the City by the Firm. Power Point presentations, charts, maps or handouts are allowed in this presentation. The interview will be scored with a maximum of 20 points, if applicable. The final decision shall be made based on total of the submittal and interview scores, if applicable.

The City will evaluate the submittals and will select the highest-ranking submittal pursuant to the criteria outlined herein. The City reserves the right to terminate its negotiations with each firm if it appears to the City that the negotiations will not result in the execution of a contract. In such event, the City will select the next highest-ranking firm and attempt to
negotiate a contract with that firm, and so on and so forth until the City has successfully negotiated a contract with a selected firm.
1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the City of Melissa (“City”), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.

2. **NOTIFICATION:** The City advertises formal procurement opportunities through www.cityofmelissa.com, *Dallas Morning News* and/or *The Anna-Melissa Tribune*. The City shall not be responsible for information distributed by sources other than those listed.

3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City. If addenda containing material changes to the specifications are issued, the Respondent shall acknowledge receipt of such addenda in the designated section on the website. It is the responsibility of the bidder/respondent to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.

4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any response. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals/responses with or without cause prior to award.

6. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal/response. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal/response document. Failure to provide the requested information may be reason to deem such submission non-responsive.

7. **PRESENTATION OF SUBMITTALS:** Paper submissions shall be presented to the City, 3411 Barker Avenue, Melissa, Texas 75454, prior to the stated deadline. Paper submissions shall be presented in a sealed envelope with Respondent’s name and the bid/proposal/response number clearly identified on the outside of the envelope.

8. **LATE SUBMISSIONS:** The date/time stamp located in the City serves as the official time clock. Submissions received in the City’s Offices after the stated deadline shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.
9. **WITHDRAWAL OF OFFER**: Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal/response without written approval of the City Manager or his designee.

10. **TAXES**: The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. A Tax Exempt Form will be provided by the City upon request. A request for a Tax Exempt Form can be submitted in writing to the City Secretary Office at kgalyon@cityofmelissa.com.

11. **ANTI-COLLUSION**: In submitting an offer, Respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

12. **PREPARATION COST**: All costs associated with the preparation of an offer or response shall be borne by the Respondent. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.

13. **BID/PROPOSAL OPENINGS**: The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City’s guidelines and project documents including, but not necessarily limited to, the bid/proposal/request specifications and contract documents.

14. **NO PROHIBITED INTEREST**: Respondent acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 14.08 of the City’s Charter and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

15. **NON-RESIDENT BIDDERS**: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/respondent unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/respondent on a bid/proposal for goods and services in the non-resident bidder’s state.

16. **DELIQUENT TAXES**: Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.

17. **MINIMUM STANDARDS FOR RESPONSIBILITY**: A prospective vendor must
affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine Respondent’s ability to meet the minimum standards including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Ability to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance;
D. Have a satisfactory record of integrity and ethics; and
E. Be otherwise qualified and eligible to receive an award.

18. **AWARD OF CONTRACT:** The City reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.

19. **ACCEPTANCE:** Respondent agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal/response, shall be binding upon Respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and/or services.

20. **FUNDING:** The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

21. **ASSIGNMENT:** The successful vendor or respondent shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City.

22. **INTERLOCAL AGREEMENT:** The successful vendor or respondent agrees to extend prices for goods and/or services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative City Secretary agreements with the City.

23. **CHANGE ORDER:** The City reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Manager or City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the City and acknowledged by the contracted vendor. All change orders and modifications to the contract shall be processed through the City’s Finance Office only.

24. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 3411 Barker Avenue, Melissa, Texas 75454, or electronically to
25. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.

26. **AUDIT:** The City shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the contractor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.

27. **INSURANCE:** The City requires contractors to carry the minimum insurance as required by the greater of the requirements contained in state law or the insurance requirements contained in the contract documents.

28. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the City. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the City with copies of the appropriate indices for verification purposes. The City reserves the right to approve or reject any and all requests for price escalations.

29. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor’s net prices to other customers for the same goods or services are lower than the City’s contracted prices, an equitable adjustment shall be made in the contract price in favor of the City.

30. **INDEMNITY:** The Respondent shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys’ fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful Respondent, or of any agent, employee, subcontractor or supplier for which the successful Respondent is responsible in the execution of, or performance under, any contract which may result from bid/proposal award and the Respondent so agrees upon the submission of the bid/proposal. The Respondent shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.

31. **PATENT RIGHTS:** The bidder/respondent agrees to defend, indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.
33. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the City Manager within five (5) business days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the City Manager within five (5) business days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The City Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

34. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.

35. **REMEDIES:** The successful vendor or respondent and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

36. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Collin County, Texas.

37. **CHAPTER 2270 VERIFICATION:** By submitting a bid/proposal in response to this RFQ, the respondent is certifying to the City, in accordance with Chapter 2270 of the Texas Government Code, that respondent (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with the City.

38. **DUTY TO FACILITATE COMPLIANCE WITH PUBLIC INFORMATION ACT:**

(a) The obligations in this provision apply if the contract or bid (1) has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the City; or (2) results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the City in a fiscal year of the the Melissa City Council.

(b) If the contract or bid is described in subsection (a) above, Contractor shall
comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:

(1) reserve all contracting information related to the contract or bid as provided by the records retention requirements applicable to the City for the duration of the contract or bid;

(2) promptly provide to the City any contracting information related to the contract or bid that is in the custody or possession of the contractor or bidder on request of the City; and

(3) on completion of the contract or bid, either: (1) provide at no cost to the City all contracting information related to the contract or bid that is in the custody or possession of contractor or bidder; or (2) preserve the contracting information related to the contract or bid as provided by the records retention requirements applicable to the City.

(c) As used in this provision, the term “contracting information” shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.

(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract or bid and the Contractor agrees that the contract can be terminated if the contractor knowingly or intentionally fails to comply with a requirement of that subchapter.