

REQUEST FOR QUALIFICATIONS

RFQ 2023-01

GENERAL CIVIL ENGINEERING SERVICES

ROTATION LIST

IMPORTANT DATES

Solicitation Release Date	October 24th, 2023
Deadline for Questions (5:00 p.m.)	November 7th, 2023
City's Response to Questions	November 13th, 2023
Submittal Deadline (5:00 p.m.)	November 24th, 2023

CITY CONTACT

Mayra Cantu, City Administrator

Phone: 737-667-0156

Email: mayra.cantu@bartlett-tx.us

Table of Contents

CONTENTS

INTRODUCTION	4
BACKGROUND	4
DEFINITIONS.....	4
INTENT	4
OBJECTIVE.....	5
INTRODUCTION.....	5
ALL PROPOSALS SHALL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT UNLESS THE RESPONDENT CLEARLY AND PROMINENTLY IDENTIFIES A PARTICULAR SUBMITTAL ITEM AS PROPRIETARY AND SAID ITEM UNEQUIVOCALLY QUALIFIES FOR THIS EXCEPTION UNDER THE ACT AS DETERMINED BY THE TEXAS ATTORNEY GENERAL.	6
NOTICE TO RESPONDENTS	6
NOTICE	6
RECEIPT OF SOQS	6
QUESTIONS AND INQUIRIES.....	7
ANTICIPATED SCHEDULE OF IMPORTANT DATES	7
PRE-SUBMITTAL CONFERENCE	7
FINALIST INTERVIEWS AND/OR PRESENTATIONS.....	7
WITHDRAWAL OF SOQS BY RESPONDENT.....	8
WITHDRAWAL BY CITY	8
STANDARD TERMS	8
ADDENDA	8
ADVERTISING AND PUBLICITY	8
BUSINESS PRACTICES	8
CHANGES IN PERSONNEL.....	9
RESTRICTIONS ON COMMUNICATION	9
INDEPENDENT CONTRACTOR	9
PERSONAL INTEREST	9
PRIORITY OF DOCUMENTS.....	9
O. PROHIBITED RESPONDENTS	10

PUBLIC INFORMATION	10
RECEIPT OF SOQS	10
REIMBURSEMENTS.....	11
REPRESENTATIONS AND RESPONSIBILITIES.....	11
RESERVATIONS.....	11
RESPONSES BECOME PROPERTY OF CITY:	11
RIGHT OF ACCEPTANCE AND REJECTION.....	11
RIGHT TO ASSURANCES	12
DESCRIPTION OF PROJECT	12
GENERAL	12
CITY ENGINEERING SERVICES.....	12
ON-CALL SERVICES	12
SUBMISSION REQUIREMENTS.	15
A. FIRM INTRODUCTION (5 POINTS, 3 PAGE MAXIMUM)	17
B. EXPERIENCE OF THE FIRM WITH SIMILAR WORK (20 POINTS, 3 PAGE MAXIMUM)	17
C. RESUME OF PROPOSED PROJECT MANAGER (15 POINTS, 3 PAGE MAXIMUM)	17
D. RESUMES OF PROPOSED LEAD TECHNICAL PROFESSIONAL(S) (20POINTS, 1 PAGE PER LEAD, 6 PAGES MAXIMUM).....	18
E. SUPPORT PERSONNEL EXPERIENCE (15 POINTS, 3 PAGES MAXIMUM)	18
F. APPROACH TO PROJECT (25 POINTS, 4 PAGE MAXIMUM)	18
H. LITIGATION DISCLOSURE	19
EVALUATION AND SELECTION PROCESS.....	19
CLARITY AND QUALITY OF SOQ PASS/FAIL	19
EVALUATION CRITERIA.....	19
REFERENCE CHECKS	20
INITIAL EVALUATION AND RANKING	20
INVITATIONS FOR ORAL INTERVIEWS.....	20
ORAL INTERVIEWS, PRESENTATIONS OR DEMONSTRATIONS (OPTIONAL).....	20
FINAL EVALUATION AND RANKING AFTER ORAL INTERVIEWS.....	21

Introduction

Background

The City of Bartlett is a Type-A General Law City located in between Taylor and Temple along the 95 corridor, in Williamson and Bell County. From a larger regional context, Bartlett is located between the urban areas of Austin and Temple/Killeen/Fort Hood. Fort Hood is the 12th largest military base in the United States.

Definitions

The following definitions shall be used to identify terms throughout this solicitation:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Firm to furnish the services specified within this solicitation and obligating CITY to pay for the services as specified.

B. CITY COUNCIL

The elected officials of the City of Bartlett, Texas are given the authority to exercise such powers and jurisdiction of all CITY business as conferred by the State Constitution and Laws.

C. FIRM

The successful Respondent of this request. A person or business enterprise providing services to CITY as fulfillment of obligations arising from an agreement pursuant to this request; the successful respondent of this request.

D. STATEMENT OF QUALIFICATIONS (SOQ)

A complete, properly signed and submitted response to this solicitation.

E. RESPONDENT

The Individual or Firm responding to this solicitation that considers themselves qualified to provide the services specified herein and are interested in making an offer to provide the services to CITY.

F. REQUEST FOR QUALIFICATIONS (RFQ)

This solicitation document issued by CITY contains terms, conditions, and scope of work for the professional services to be procured.

G. City of Bartlett (CITY)

A Type-A General Law Municipality.

Intent

In accordance with the provisions of Texas Government Code 2254 (Professional Services Procurement Act), the CITY is requesting SOQ's to contract with Professional Engineering Consultant(s) ("Consultant"), which must be a sole proprietorship, partnership, corporation, or other legal entity registered to do business in the State of Texas with considerable experience in providing On-Call Civil Engineering Services for Texas Local Governments.

This Request for Qualifications (RFQ) solicits information that will enable CITY to select one or more Consultant(s) that shall provide professional services for "City Engineer" Services and On-Call Civil Engineering Services for Transportation, Water and Wastewater, Drainage/Storm Water, Environmental, Development Review, Architectural Review, Construction and Project Management, Development Review and Other Professional Services as needed by the CITY.

Objective

Introduction

The CITY is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to solicit interest from qualified entities licensed to practice in the areas of architecture, engineering, and surveying in the State of Texas, and affiliated trades, to provide professional services for various municipal projects that may arise over the next three (3) to five (5) years. Respondents to this RFQ shall denote their area(s) of preferred interest and expertise among the disciplines discussed herein.

The City intends to use the RFQ process to assist the City in the design and construction of various major and minor capital improvement projects, and to meet other engineering- and surveying-related needs that may occur from time to time. Any entity may submit a response to this RFQ provided it is qualified to perform some or all of the scope of services described herein. Elements of typical municipal projects will include, but shall not be limited to, site investigation, engineering analysis, facility design, contract administration, construction management, operation and maintenance, environmental compliance, regulatory compliance, emergency response, and quality control services within the following disciplines: Transportation, Water and Wastewater, Drainage/Storm Water, Environmental, Development Review, Architectural Review, Construction and Project Management, and Other Professional Services.

The City will select entities who demonstrate through their response to the RFQ an ability to provide the required professional services. An evaluation committee ("Committee") will review the submitted qualifications in two stages, the responses to the RFQ and an interview. The Committee will evaluate all submissions and ultimately determine a final list of the most competent and qualified applicants. From this final "pre-qualification" list, the City may select firms to negotiate with for specific upcoming municipal projects. However, the City reserves the right, at its discretion, to contract with a firm not included on the final "pre-qualification" list if circumstances warrant.

Be advised, the creation of a final "pre-qualification" list shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the City. This list is being assembled for the purpose of ensuring that the City can quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming municipal projects are deemed necessary to proceed.

During the evaluation process, the Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from submitting entities, or to allow corrections of errors or omissions in a submittal. At the City's discretion, submitting entities may be requested to make oral presentations as part of the evaluation process.

The City is issuing this RFQ in accordance with applicable laws that allow an agreement to be negotiated with a private entity that displays demonstrated competence and qualifications to perform professional services for the City.

The City reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the City or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of a response to this RFQ, or any other related costs. The prospective entities are fully

responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. The RFQ submittals will become the property of the City.

All proposals shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General.

Notice to Respondents

NOTICE

All SOQs are due on or before **5:00 p.m. on November 24th, 2023**. **Solicitations are posted and available to download from** bartlett-tx.us.

Information related to this Solicitation will only be provided through the Administration Services Department. Information about this Solicitation received through any other means may be inaccurate and result in a Respondent's submittal being incomplete which could ultimately render the Respondent's SOQ non-compliant. CITY accepts no responsibility for information obtained through any other source.

RECEIPT OF SOQS

The hard copy submittal shall be enclosed in an opaque sealed envelope, marked with the project Title and name, and the address of the Respondent. If the SOQ is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SOQ ENCLOSED" on the face of it.

Hard copy sealed responses shall be addressed to and hand-delivered or shipped to:

City of Bartlett
Attn: City Administrator
140 W. Clark Street,
Bartlett, Texas 76511

SOQs must be received by the City Administrator on or before the time and date specified. The mere fact that the response was dispatched will not be considered; the Respondent must ensure that the SOQ is actually delivered. The time hard copy responses are received shall be determined by the time clock stamp in the City Administrator's Office. SOQs received after the specified time of the opening will be returned unopened.

The CITY will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed SOQ to the City Administrator by the given deadline above. **Electronic transmission or facsimile of the SOQ will not be acceptable.**

Public Acknowledgement. CITY shall receive and acknowledge all SOQs received. Information contained in the SOQs will not be disclosed until after the award of the Contract.

QUESTIONS AND INQUIRIES

All questions and inquiries about this Solicitation shall be submitted in writing to:

City of Bartlett
Atn: Mayra Cantu
City Administrator
140 West Clark Street,
Bartlett, Texas 76511
Mayra.cantu@bartlett-tx.us

Interpretations or clarifications considered necessary by CITY in response to such questions will be issued by Addenda and posted on the CITY'S website, <https://www.bartlett-tx.us>

ANTICIPATED SCHEDULE OF IMPORTANT DATES

CITY will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Solicitation Release Date	October 24th, 2023
Deadline for Questions (5:00 p.m.)	November 7th, 2023
City's Response to Questions	November 13th, 2023
Submittal Deadline (5:00 p.m.)	November 24th, 2023

PRE-SUBMITTAL CONFERENCE

The CITY will not be holding a pre-submittal conference. All questions can be sent in writing and will be responded to by November 13th.

FINALIST INTERVIEWS AND/OR PRESENTATIONS

Respondents reasonably subject to being selected based on the criteria set forth in this RFQ may be given an opportunity to make a presentation and/or interview with the Selection Committee. The presentation process may allow Respondents to demonstrate their qualifications, explaining and/or clarifying any unusual or significant elements related to their SOQs. At this stage, Respondents shall not be allowed to alter or amend their SOQs. Finalists selected for interviews and/or presentations must be available during regular business hours on December 4-7th, as arranged with the CITY, if interviews are required by the CITY. However, the CITY, may in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the SOQ responses.

WITHDRAWAL of SOQS BY RESPONDENT

A SOQ may be modified or withdrawn by the Respondent any time prior to the time and date set for the receipt of SOQs in accordance with the following guidelines.

1. Respondent shall notify the City Administrator's Office in writing of its intention to withdraw from a previously submitted SOQ.
2. If a change in the SOQ is requested, the Respondent must word the modification so as not to reveal the original terms of the SOQ.
3. SOQs withdrawn and modified must be resubmitted to the City Administrator's Office no later than the time and date set for the receipt of SOQs.
4. No SOQ can be withdrawn after the time set for the receipt of SOQs and for a minimum of ninety (90) days thereafter.

WITHDRAWAL BY CITY

CITY makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, and take actions including:

1. Reject any and all SOQs received as a result of this RFQ.
2. Waive or decline to waive any informality and any irregularities in any statement of qualifications or responses received.
3. Negotiate changes in the Scope of Work or services to be provided.
4. Withhold the award of contract(s).
5. Select Firm(s) it deems to be most qualified to fulfill the needs of CITY.
6. Terminate the RFQ process.

Standard Terms

ADDENDA

If it becomes necessary to revise any part of this solicitation, prior to the due date and time, a written addendum will be provided to all Respondents. CITY is not bound by any oral representations, clarifications, or changes made in the written specification by CITY's employees, unless such clarification or change is provided to Respondents in written addendum form from the CITY.

Addenda will be transmitted by email to all parties that are known to have downloaded a copy of the RFQ documents and specifications from CITY's website. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time.

ADVERTISING AND PUBLICITY

Respondents shall not advertise or otherwise publicize, without CITY's prior written consent, the fact that CITY has entered into the Agreement, except to the extent required by applicable law.

BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit SOQs in response to this Solicitation and will not be discriminated against on the basis of race, color, creed, gender, age, religion, national origin, mental or physical disability, veteran's status, or political affiliation in consideration for an award.

CHANGES IN PERSONNEL

Should there be a change in key personnel included in the SOQ after the due date and time, but before a contract is awarded, Respondents must notify CITY immediately. This may result in further evaluation. Should a change in key personnel occur after the contract is awarded, the Firm will be required to notify CITY as soon as practicably possible. CITY may terminate the Agreement for convenience should the change in key personnel be unacceptable to CITY.

RESTRICTIONS ON COMMUNICATION

To ensure the proper and fair evaluation of all SOQs, CITY prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to CITY staff or its City's Council, from the date of advertisement of this solicitation to the time an award has been made by the Council, the City Administrator, or his/her designee. This prohibition extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the SOQ submitted by Respondent. Communication occurring during pre-submittal conference, if applicable, is an exception to the restrictions on communication, as are any timely written requests for clarifications or questions regarding this RFQ if directed to point of contact listed in this RFQ. Communication between Respondents and CITY will be initiated by the City Administrator, if necessary, in order to obtain information or clarification needed to develop an Addenda will be transmitted by email to all parties that are known to have downloaded a copy of the RFQ documents and specifications from CITY's website. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time.

INDEPENDENT CONTRACTOR

Nothing in this solicitation is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Respondents' services shall be those of an independent contractor. The Respondents agree and understand that the Agreement does not grant any rights or privileges established for employees of CITY. Respondents shall not be within the protection or coverage of CITY's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that CITY, from time to time, may have in force.

PERSONAL INTEREST

No officer, employee, independent consultant, or appointed official of CITY who participates in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal.

PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the RFQ terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

O. PROHIBITED RESPONDENTS

1. CITY will not conduct business with Respondents who have failed to comply with their contracts and have been debarred from doing business with the State of Texas or the federal government.
2. Successful Respondent must affirm, in any resulting contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) the Contract has a value of \$100,000.00 or more to be paid under the terms of the Contract.
3. Successful Respondent must affirm, in any resulting contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
4. Successful Respondent must affirm, in any resulting contract, that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement.
5. Successful Respondent must affirm, in any resulting contract, that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
6. Successful Respondent must affirm, in any resulting contract, that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.

PUBLIC INFORMATION

All SOQs are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. CITY assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a SOQ or parts of a SOQ are confidential, then the Respondent shall specify. The Respondent shall stamp in bold red letters the term “**CONFIDENTIAL**” on that part of the SOQ, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. The City will, to the extent allowed by applicable law, endeavor to protect such specified information from disclosure. The final decision as to what information must be disclosed under the Open Records Act lies with the Texas Attorney General. All SOQs and parts of SOQs that are not marked as confidential will be automatically considered public information.

RECEIPT OF SOQS

Statement(s) of Qualifications must be received by CITY prior to the time and date specified. The time SOQs are received shall be determined by the system time in the City Administrator’s office. Please note that CITY is not responsible for delays at or near the time the response packages are due and that Respondents submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

REIMBURSEMENTS

There is no express or implied obligation for the City of Bartlett to reimburse Respondents for any expenses incurred in preparing SOQs in response to this request and the City of Bartlett will not reimburse Respondents for these expenses, nor will CITY pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a Contract for these services.

REPRESENTATIONS AND RESPONSIBILITIES

By submitting a SOQ in response to this RFQ, Respondent represents that it has carefully read and understands all elements of this RFQ; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality, and quantity of services to be performed. By submitting a SOQ in response to this RFQ, the Respondent represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by CITY but has supplemented this information through due diligence research and that the Respondent sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Respondent to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Respondent from any obligations with respect to its SOQ or to the contract.

RESERVATIONS

CITY reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, CITY reserves the right to accept or reject all or part of any Response, waive any informalities or immaterial technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in CITY'S best interest.

Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by the City, at its option.

THE CITY RESERVES THE ABSOLUTE AND UNCONDITIONAL RIGHT TO BE SOLE DETERMINANT OF WHAT IS DEEMED "A MATERIAL IRREGULARITY" AND TO WAIVE OR INTERPRET ANY IRREGULARITY TO ITS BENEFIT, IN ITS SOLE DISCRETION.

RESPONSES BECOME PROPERTY OF CITY:

Submissions received in response to this Solicitation become the sole property of CITY.

RIGHT OF ACCEPTANCE AND REJECTION

The qualifications of a Respondent shall not deprive CITY of the right to accept a SOQ, which in its judgment is the most highly qualified firm. In addition, CITY reserves the right to reject any SOQ where circumstances and developments have, in the opinion of CITY, changed the qualifications or responsibility of the firm.

CITY reserves the right to execute a Master Professional Services Agreement for “City Engineer” Services and on-call civil engineering services for transportation, stormwater drainage and water/wastewater utilities with multiple Respondents. The CITY reserves the right to engage the services of one or more successful Respondent(s) for specific civil engineering services projects on an on-call basis as said projects arise.

The CITY reserves the right to request changes in the project team dependent upon the needs of the CITY project to project.

RIGHT TO ASSURANCES

In the event CITY, in good faith, has reason to question the intent of the Firm to perform as presented in the SOQ, CITY may demand written assurances of the intent to perform as presented. In the event no written assurance is given within the time specified, CITY may reject the SOQ.

Description of Project

GENERAL

Consultant(s) shall provide civil engineering services on an on-call basis for specific projects. Services shall consist of:

- City Engineer services
- Development Plan Review
- Transportation Design (streets, sidewalks, traffic control devices, etc.)
- Stormwater Drainage Analysis and Design
- Utilities Design (water and wastewater)
- General Civil Engineering Services, as requested.

Consultant(s) may be required to perform site visits, document site observations, participate in progress meetings, send reports to City Staff, verify compliance with specifications, and other services to support quality assurance efforts. CITY reserves the right to solicit multiple consultants within the three-year (3-yr) term. CITY does not guarantee a release of work to any firm selected. The total estimated professional services fee is to be determined on a project-by-project basis.

CITY ENGINEERING SERVICES

The selected Consultant may be designated as the role of City Engineer for City of Bartlett and perform all tasks required of that position pursuant to the City of Bartlett, Code of Ordinances, and Uniform Development Code (“UDC”) which may be found on the CITY’s website. This position requires attendance, when requested, at regular and specially called City Council meetings, as well as other meetings as required by the City Administrator or designee, engineering guidance during the normal day to day operations of the CITY, and special tasks as assigned by the City Administrator or designee.

ON-CALL SERVICES

The CITY may issue one or more Work Orders as needed, when needed for the tasks below. The Consultant(s) must have the capacity to complete the following functions in a professional and timely

manner. As individual projects are identified, the selected consultant shall provide a scope of work and cost proposal to provide design services as generally described herein. The selected consultant shall provide construction plans, technical specifications, bid and construction phase support, and other related services, as requested. All work shall be in accordance with all applicable local, state, and federal rules, regulations, and standards. The professional engineering services that may be requested on an as-needed basis may include, but are not limited to, the following tasks:

- 1. Plan Review Services:** The selected Consultant(s) will provide technical review of, and answer inquiries relating to annexations, rezonings, site plans, subdivision plans, improvement plans, land disturbance plans, construction plans, and bonds letters of credit and/or escrows relating to projects proposed by applicants to be developed in the CITY to ensure that such conform to codes adopted by the CITY, including:
 - a. Assist City Staff with the review of development submittals for compliance with CITY codes and ordinances and provide a comment letter. Submittals may include but are not limited to construction plans, storm water management plans, traffic impact analysis reports, opinions of probable cost.
 - b. This scope of services will not preclude the respondent from performing work for private developers within the CITY.
 - c. Respondents will not be allowed to perform plan review services on work performed by their own firm.
 - d. Staffing must be available to review plans within a certain timeframe to comply with “shot clock” for reviews.
- 2. City Project Design Services:** The selected Consultant(s) must have the capability to design a full array of public works type projects including transportation infrastructure systems, water distribution systems, wastewater collection systems, and stormwater management systems, in a manner that the infrastructure is functional and cost effective. The selected Consultant(s) must be able to provide engineering guidance for municipal structures. Specific projects have not been identified at this time. The services may include a. Design Phase:
 - a. Meet with CITY staff as required to discuss operational considerations, staff requirements, system preferences, prioritization of the project scope, and to coordinate the engineering design of the project. In addition, CITY shall inform FIRM of any bond language to clarify funding requirements.
 - b. Provide the necessary field survey services to determine the existing field conditions, including all utilities and surface features to the maximum extent possible.
 - c. Perform the necessary testing to determine the existing site conditions and proper methods of construction and demolition.
 - d. Provide alternative design concepts for implementation of the project.
 - e. At the direction of CITY staff, the Consultant may be required to attend and participate in public, City Council, board, commission, and other stakeholder meetings.
 - f. Provide Opinion of Probable Construction Cost at various stages throughout design.
 - g. Provide the design to the CITY at progress intervals in appropriate, requested formats (may include hard copy, .pdf, and .dwg)

- h. Provide detailed plans and specifications for the project to be used in the award of a construction contract, or construction by CITY staff.
 - i. Other related services to design the project and prepare for the bid phase.
- 3. Permitting Phase:** The Consultant shall prepare documents for, and coordinate with other utilities and associated local, state, and federal agencies (including TxDOT, TCEQ, EPA, etc.) as required for the approval of all necessary permits.
- 4. Bid Phase:**
 - a. Provide lump sum and unit price bid quantities on the CITY bid form format for use in bid documents.
 - b. Provide bid sets of the contract, technical specifications, plans, and any other necessary documents in hard copy and digital format.
 - c. Attending pre-bid conference and prepare responses to questions and addenda, as necessary.
 - d. Research qualifications and references of apparent responsible low bidder, prepare bid tabulation, and provide a letter of recommendation for contract award.
- 5. Construction Phase:**
 - a. Provide required construction staking if requested by Owner.
 - b. Prepare necessary change order documentation, including required changes to plans and specifications.
 - c. Review and make recommendations on Contractor change order requests.
 - d. Attend progress meetings and monitor construction schedule.
 - e. Provide an appropriate level of observation and Owner representation during construction.
 - f. Observe and assist in performance tests and initial operations of the project as needed.
 - g. Prepare record drawings from information submitted by the contractor in accordance with CITY standards.
- 6. Resident Project Representative (RPR) Services:**
 - a. Act as the authorized representative of the CITY assigned to assist the CITY at the Site of a Specific Project during the Construction Phase which may or may not have been designed by Respondent.
 - b. The duties and responsibilities of the RPR will be defined for each project. The RPR may provide full time representation or may provide representation to a lesser degree.
- 7. Project Schedule:** CITY staff will request and approve the proposed schedule for each individual project. Projects may need to be completed on an expedited schedule basis. Flexibility may be required to meet the CITY's needs in a timely manner.

- 8. Environmental Services and Regulatory Agency Interactions:** The selected Consultant(s) shall be well versed in regulatory compliance and permitting and be familiar with approval procedures of regulatory agencies including but not limited to the following: Texas Department of Transportation, Texas Department of Agriculture, Texas Water Development Board, Texas Commission on Environmental Quality, Edwards Aquifer Authority, U.S. Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, United States Environmental Protection Agency.
- 9. Grant Assistance:** The selected Consultant(s) shall, as requested, complete or assist in the completion of grant applications for CITY projects.
- 10. Surveying, Easements and Related Services:** The selected Consultant(s) shall have the capability of performing boundary surveys, topographic surveys, construction staking, prepare easement plats and easement documents, and assist in easement acquisition.
- 11. Design Standard Guidance:** The selected Consultant(s) shall have the capability and expertise to review, interpret and promulgate City standards for the design, construction, installation, location and arrangement of streets, curbs, street signs, alleys, sidewalks, septic tanks, monuments, criteria for drainage easement requirements, drainage facilities, water delivery, wastewater, pedestrian ways and for the compaction of utility ditches within the right-of-way.
- 12. CAD and GIS Capabilities:** The selected Consultant(s) shall have computer aided drafting and geographical information system capabilities upon request.
- 13. Meeting Attendance and Participation:** The selected Consultant(s) may be expected to attend (via in person or videoconference at CITY's discretion) a variety of CITY meetings, including, but not limited to, planning and zoning meetings, council meetings, meetings of affected property owners, and meetings with CITY staff and developers.
- 14. Work Product:** The selected Consultant(s) will be expected to provide the CITY with copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with the CITY in printed form, as well as in electronic form to include portable document format and the root file(s).
- 15. Assignment of Professional Engineer:** The selected Consultant(s) shall assign to the CITY a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Texas.
- 16. Responsiveness:** The selected Consultant(s) must commit to providing services to the CITY in a timely manner, without unreasonable delays.
- 17. Proximity:** The selected Consultant(s) must be located within reasonable proximity to the City of Bartlett to ensure meeting attendance if requested, meeting coordination, and the conveyance of documents when sent via courier.

Submission Requirements.

CITY requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the RFQ format is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content,

but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review. Only the information provided with the SOQ's and subsequent interview, discussions, and clarifications will be used in the evaluation process and award determination.

The proposal must be submitted in hard copy. The proposer shall submit one (1) original and five (5) copies of the entire proposal, plus one (1) digital copy (on CD, DVD, or thumb drive).

Any SOQ that does not meet all the minimum requirements contained herein will be considered non-responsive and will not be evaluated. These minimum requirements are considered pass or fail criteria:

1. SOQs must be received by the due date and time.
2. The page limitations noted below must be strictly adhered to; page limits do not apply to a cover letter, tabs, forms, or comments on the Professional Services Agreement.
3. Stated minimum experience level providing similar services of equal complexity and magnitude in each discipline category.
4. References from entities for which the Respondent provided the services, of equal complexity and magnitude, are required.
5. Licensed Engineer certified in the State of Texas in good standing with no debarments or discipline actions, assigned to project team. Attach copy of certification or documents from the Texas Board of Professional Engineers and Land Surveyors.
6. If submitted for surveying services, a Registered Professional Land Surveyor certified in the State of Texas in good standing with no debarments or discipline actions, assigned to project team. Attach copy of certification or documents from the Texas Board of Professional Engineers and Land Surveyors.
7. Respondent Firms must have a Firm Registration number issued by the Texas Board of Professional Engineers and Land Surveyors with an active status.
8. The responding individual or business is not on the debarred vendor list with the State of Texas, or Federal Debarment List (sam.gov).

SOQs that pass the minimum requirements listed above will be evaluated, rated, and ranked, in accordance with the criteria provided below for a maximum of 100 points. CITY may request additional information, site visits, interviews, or presentations from the Respondent as part of the evaluation process.

The SOQ format shall be clearly identified in the responses and conform to the criteria as outlined in “A” through “H” as specified in the criteria listed below. There are no specific requirements on font size, spacing, margins, etc.; however, all text and figures must be clearly legible when the PDF is printed. Each page should be letter-sized (8.5 x 11 inches).

A. FIRM INTRODUCTION (5 points, 3 page maximum)

Briefly introduce your firm, providing a summary of the organization, the staff size, the length of time the firm has been engaged in projects/efforts related to general city engineering services for a Texas municipality and applicable firm registration information. Include the main office location supporting this project (presumably where the Project Manager is located) and all other location(s) that will provide support, if applicable. Provide an organizational chart indicating the positions and names of the core team which will undertake this engagement. Provide information regarding subconsultants utilized.

B. EXPERIENCE OF THE FIRM WITH SIMILAR WORK (20 points, 3 page maximum)

CITY is interested in the firm's history with similar work. List all recent local governments (meaning municipalities, counties, or other government entities within Texas, with preference given to municipalities in central Texas) within the past five (5) years, for which your company or any member of the Firm's team has performed similar types of services. Experience with ARPA funded projects and familiarity with Texas municipalities and their requirements and procedures will also be considered in the evaluation process. CITY may consider the history of firm in complying with project programs, schedules, and budgets on previous CITY projects.

C. RESUME OF PROPOSED PROJECT MANAGER (15 points, 3 page maximum)

CITY is interested in the individual's experience as a project manager on projects similar to that described in the solicitation with public entity clients, especially fast-growing municipalities. Only one individual should be designated as Project Manager and must be employed by the firm and not by a sub-consultant. Demonstrate project management experience, technical competency, qualifications, and compliance with legal requirements including:

- Documented experience managing projects similar to work described in the solicitation.
- Descriptions and examples of specific projects or studies of a similar nature completed by the individual as described in the solicitation and their role in the work (minimum 3, preferred 5).
- Educational background.
- License status, to include applicable Texas registration number and expiration date.
- Formal project management training plus any certifications and/or accreditations offered by organizations such as the Project Management Institute (preferred, not required); and

- Percent availability for plan reviews, general on-call engineering services, and design/construction projects percent availability and other commitments (specific projects, role, duration) over next 12-18 months, and including list of any other cities where on-call CITY engineering services are provided.

D. RESUMES OF PROPOSED LEAD TECHNICAL PROFESSIONAL(S) (20points, 1 page per lead, 6 pages maximum)

Lead technical professionals are the individuals responsible for specific technical aspects of the work. CITY is interested in the individual(s)' experience on projects similar to that described in the solicitation. These individuals must be licensed engineers in the State of Texas at the time of submission. Demonstrate relevant technical competency, qualifications and compliance with legal requirements including:

- documented experience projects similar to work described in the solicitation.
- descriptions and examples of specific projects or studies of a similar nature completed by the individual as described in the solicitation and their role in the work (minimum 3, preferred 5).
- educational background.
- license status, as applicable, includes Texas registration number and expiration.
- technical publications including books, papers, or presentations (if any); and
- availability and other commitments (specific projects, role, duration) over the next 18 months.

E. SUPPORT PERSONNEL EXPERIENCE (15 points, 3 pages maximum)

CITY is interested in the technical qualifications and experience of the remaining project team members. Demonstrate technical competency and qualifications in list format with the following information:

- proposed role on project.
- location.
- years of experience.
- educational background.
- license status, to include Texas registration number and expiration date where applicable; and
- summary of relevant experience.

F. APPROACH TO PROJECT (25 points, 4 page maximum)

Provide a narrative on Respondent's approach to the project. Include critical issues of concern and how the Respondent's team would address them. Specifically, include a description of Respondent's approach to providing Plan Review Services, as described above, where Respondent has been involved in the preparation of the current or prior plan proposed to be developed in the CITY to ensure that such conform to codes adopted by the CITY; or has been involved in the preparation of a plan adjacent or abutting a development for which the CITY has requested Plan Review Services. Include approach to quality control throughout the project. Provide a sample plan review schedule including major tasks and durations. Provide response time for on-call general CITY engineer questions.

H. LITIGATION DISCLOSURE

Disclose any known claims for losses, professional negligence, damages, or indemnification, including any settled, threatened, or ongoing litigation or arbitration, in which the Firm, any current employee of the Firm, and/or any proposed sub-consultant of the Firm listed in your Proposal, are listed as a party or potential party, which arose or occurred within the last four (4) years. CITY will consider any relevant information when assigning points allocated to Section B "EXPERIENCE OF THE FIRM WITH SIMILAR WORK." CITY reserves the right to disqualify any Respondents and/or sub-consultants based on potential or perceived conflicts of interest related to prior and ongoing claims involving CITY.

Evaluation and Selection Process

CITY has attempted to provide a comprehensive statement of requirements through this solicitation for the work contemplated. Written SOQs must present Respondent's qualifications and understanding of the work to be performed. Respondents are asked to address each evaluation criteria and to be specific in presenting their qualifications. SOQs must be as thorough and detailed as possible so that CITY may properly evaluate capabilities to provide the requested services.

CITY reserves the right to award contract(s) to one or more providers pursuant to this RFQ. CITY will first select the most highly qualified provider(s) for the services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with provider(s) at a fair and reasonable price. The City Council exercises its discretion in the final selection and ranking of the most highly qualified provider(s) and will not be bound by the evaluation committee's recommendation, scoring and ranking. The evaluation committee's preliminary reviews and scoring of SOQ merely determines the top ranked Respondents who are most technically qualified as finalists and are eligible for selection and negotiation. If a satisfactory contract cannot be negotiated with the most highly qualified provider(s) for the services, CITY will formally end negotiations with that provider; select the next most highly qualified provider; and attempt to negotiate a contract with that provider at a fair and reasonable price. CITY will By submission of a SOQ, Respondent acknowledges acceptance of the evaluation process and selection and ranking process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFQ. Further, Respondents acknowledge that subjective judgements must be made by CITY during this process.

CLARITY AND QUALITY OF SOQ Pass/Fail

Respondents must provide comprehensive responses to every section within this RFQ in the described format. It is not the intent of CITY to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your SOQ being disqualified from further review and consideration.

EVALUATION CRITERIA

CITY will select one or more Respondents based on demonstrated competence and qualifications. CITY has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). CITY will evaluate each Respondent's responses to the requirements contained in this RFQ.

- A. 5 points Firm Introduction**
- B. 20 points Experience of the Firm with similar work**
- C. 15 points Resume of Proposed Project Manager**
- D. 20 points Resumes of Proposed Lead Technical Professional(s)**
- E. 15 points Support personnel experience.**
- F. 25 points Approach to Project**

100 POINTS TOTAL POINTS AVAILABLE

REFERENCE CHECKS

CITY reserves the right to check any reference(s), regardless of the source of the reference information. Information may be requested and evaluated from references. CITY reserves the right to use a third party to conduct reference checks. Only top scoring Respondents may receive reference checks and negative references in the CITY's sole determination may eliminate Respondents from further consideration.

INITIAL EVALUATION AND RANKING

Following the SOQ evaluation(s), CITY will compile the final scores. If the Evaluation committee determines that clarifying information is not required, the evaluation process is complete. The award recommendation will be made for the Respondent(s) who, in CITY's opinion, is the most highly qualified.

INVITATIONS FOR ORAL INTERVIEWS

CITY will continue this process to select and negotiate with provider(s) until a contract is entered into. The Evaluation committee may conclude after completion of the SOQ evaluation(s) that oral interviews or presentations are required in order to determine the most qualified Respondent(s). The selection of Respondents to make presentations will be based on the initial evaluation and ranking. All Respondents may not necessarily be extended an invitation for oral interviews. CITY reserves the right to select Respondents to interview that are most susceptible of being selected for an award of a contract.

ORAL INTERVIEWS, PRESENTATIONS OR DEMONSTRATIONS (OPTIONAL)

Respondents selected pursuant to Subsection E above may be given an opportunity for oral interviews, presentations, or demonstrations. The presentation process will allow Respondents to demonstrate their SOQ offering and explain and/or clarify any unusual or significant elements related to their SOQs. At this stage, Respondents shall not be allowed to alter or amend their SOQs. The Evaluation committee will score each presenting Respondent.

20 POINTS ORAL INTERVIEWS

FINAL EVALUATION AND RANKING AFTER ORAL INTERVIEWS

The Evaluation committee will make its recommendation for award to the most highly qualified Respondent(s) based on a combination of the evaluation criteria and the oral interview, presentation, or demonstration (if utilized). The final total score will be calculated at the end.