



NOTICE OF REQUEST FOR QUALIFICATIONS

RFQ 22- 523

FOR ARCHITECTURAL SERVICES

Proposal DUE Date: April 22, 2022 at 3:00 p.m. (CST)

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I. INTRODUCTION

The City of Umland, Texas (“City”) is requesting qualifications for Architectural Services from qualified, licensed Architectural professionals with expertise in all phases of the design, construction, repairs, or additions of all City public buildings (“Respondents”).

Copies of the Request for Proposal are available electronically at <https://www.cityofuhland.com/> under “Legal Notices.” Proposals will be public information after they are opened. Please direct all inquiries to Karen Gallaher at city@uhlandtx.us.

Any changes or clarifications to the Request for Proposal will be posted exclusively on the City’s website.

Respondents are required to provide as much detail as possible in their response regarding the scope of services, and their capability and experience. Respondents must specifically identify any portions of their submittals, deemed to contain confidential and proprietary information or trade secrets. However, the Respondent should also understand that information submitted may be subject to the Texas Open Records Act requiring disclosure, and other applicable Laws.

By submitting a proposal in response to this RFP, Respondents will be deemed to agree to the service provisions contained herein. This RFQ and the response submitted will be incorporated into and form the basis for a Consulting Services Agreement (“Agreement”). The selected Respondent(s) shall become the City’s rotation list of Architectural Consultant(s) (“Consultant”) subject to the Agreement.

The City Council reserves the right to reject any or all proposals, to waive any technicalities, and to select the Respondent which, in the Council’s sole judgment, best meets the needs and requirements of the City.

This RFQ creates no obligation on the part of the City to award a contract or to compensate any Respondent for any costs incurred during presentation, response, submission, or interviews. The City reserves the right to award a contract based on responses received without further discussion or negotiation. Respondents will not be provided an opportunity to alter their qualifications during any discussions or interviews.

The City further reserves the right to make such investigation as it deems necessary, to determine the capability of the Respondents to furnish required services, to verify the Respondent’s statements made in the response, and Respondents shall furnish all such information for this purpose as the City may request.

II. SCHEDULE

This proposed RFQ schedule is tentative and may be modified throughout the selection process at the discretion of the City.

Issuance of RFP	March 25, 2022
Deadline for questions	3:00 p.m. (CST) April 4, 2022
City responses to all questions	April 11, 2021
Proposals due	3:00 p.m. (CST) April 22, 2022

**Opening of Proposals
Evaluation of Proposals
Selection**

**3:01 p.m. (CST) April 22, 2021
April 25, 2022 to April 29, 2022
May 11, 2022**

The City will accept responses to the RFQ until 3:00 p.m. Central Standard Time, on Friday, April 22, 2022. Any response received after the closing time will not be accepted and will be returned to the Respondent unopened. It is the responsibility of the Respondent to see that any RFQ response submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the Respondent's response. Responses will not be accepted by telephone or facsimile machine. All Responses must bear original signatures and figures.

III. SUBMISSION PROCESS

Respondent's shall submit one (1) original, six (6) hard-copies, and one (1) electronic-copy saved to a flash drive. Responses must include all required forms and applicable supporting documentation, and are required to be mailed or hand-delivered. The original must be clearly marked "ORIGINAL" and manually signed by the Principal or the authorized representative of the Respondent acknowledging the terms, conditions and service provisions herein this RFP.

Responses must be bound (enclosed in one folder, binder or spiral), sealed, addressed and submitted to:

**City of Umland
Attn: City Administrator
15 N. Old Spanish Trail
Umland, Texas 78640**

The following must be written across the seal of the proposal:

RFP 22-523 – Architectural Services

Failure to following these instructions shall result in the response being declared NON-RESPONSIVE and subsequently rejected.

IV. RFQ RESPONDENT QUESTIONS

All questions related to this RFQ must be submitted in writing via e-mail to the City Administrator at City@UmlandTX.us no later than 3:00 p.m. April 4, 2022. All timely questions submitted will be answered in writing on April 11, 2022. Contact with any other City official or employee shall be grounds for rejection of the proposal.

V. MINIMUM QUALIFICATIONS

By submitting a response, the Respondent certifies that they are a duly qualified, licensed, capable, and otherwise bondable architect and/or architect firm. The Respondent warrants that they are familiar with all laws, regulations, processes and customs applicable to municipal architectural services.

VI. SCOPE OF SERVICES

The selected Respondent(s) will report to, and operate under, the direction of City Administrator. Must be a Texas Licensed Professional with superior background, training, and qualifications meeting all requirements of this RFQ. The scope of services required by this RFQ may include some or all of the following services (the City understands that not every Respondent will be able to provide the services listed below but encourages a response regardless):

1. **Planning research:** Review, synthesize, update and/or supplement as required City facilities, master plans and/or structural designs;
2. **Site analysis and consultation:** Perform site analyses, including test fits, parking, traffic, zoning, geotechnical, on- and off-site utility and related utilization studies; participate in and coordinate with City staff, legal counsel, and consultants;
3. **Land use entitlement:** Participate in the preparation of land use studies and reports as required under state and federal laws and regulations, and coordinate required mitigations with site and building design;
4. **Architectural services:** Provide architectural and related services which may be required in connection with planning, design and execution of new City facility projects. Special services may be requested as warranted by specific projects, including but not limited to, planning, geotechnical engineering; land surveys; wind engineering; vibration control; life safety/code consulting; audio visual; physical and electronic security design; parking structure design; and parking revenue control;
5. **Code analysis:** Conduct and/or participate in building, planning, access, and historical code analyses and reviews for new and existing facilities;
6. **Sustainable Design:** Develop, analyze, and implement programs for sustainable site and building design, including options for LEED certification;
7. **Contracting and sourcing:** Provide consultation on and analysis of methods of project delivery methods, such as design/bid/build, design/build, and CM @ Risk; participate in preparation of associated conventional or unique contract documents required for procurement; (Legal services, construction management, and construction services are not included in the scope of services in this RFQ);
8. **Cost analysis and schedule planning:** Provide and/or participate in all aspects of project cost estimating and schedule planning, including construction estimating, life cycle costing, value engineering, critical path and special scheduling;
9. **Design services for furniture, fixtures and equipment:** Provide all services required to properly plan, design, specify and coordinate furniture, fixtures, special finishes and equipment;

- 10. Site planning and landscape architecture:** Provide all services required to, design, specify and coordinate site design, including grading, utilities, parking lots, roads, driveways, hardscape, landscape, lighting, and irrigation;
- 11. Construction contract administration:** Provide construction administration services, including field observations, submittal review, testing and inspection bid document preparation (testing laboratory or construction inspection services are not part of this RFQ), requisition and procurement of specialized pricing and consideration/negotiation of changes, and project contract completion, including punch list, warranty review, preparation of record drawings and closeout;
- 12. Public Art:** For projects that include a public art component provide the services of an artist experienced in creation and installation of artworks in and surrounding public buildings;
- 13. Project Reviews:** Participate in peer and constructability reviews of projects. All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City.

VII. COMPENSATION FOR SERVICES

The method of payment to the selected Respondent(s) shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, an itemized schedule of all fees and service charges applicable to the City, and total billed to date.

VIII. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

If a Respondent considers any portion of their proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, Respondent must clearly mark those portions as "CONFIDENTIAL".

Except for trade secrets and confidential information properly marked, all proposals, including all required forms and applicable supporting documentation, shall be open to public inspection after an Agreement is awarded.

Upon request for disclosure of marked trade secrets and confidential information the Texas Attorney General or a court of competent jurisdiction shall make the final determination of whether a particular marked section of a proposal may be withheld from public inspection.

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

IX. CONFLICT OF INTEREST

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

X. CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

XI. REQUIRED DOCUMENTS

Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City, include contact information (physical address, telephone, fax, cell phone, and email address) for the firm and primary person responsible for the response who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing architectural and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the City.
4. References – Provide at least three references (names and current phone numbers) from recent work. Include a brief description of the projects associated with the reference, and the role of the individual.
5. RFQ Response Form – Provide responses to as many of the questions as possible. Attachment 'B'.

6. Insurance - Provide information on the types and amounts of insurance carried, including General Liability, Auto Coverage, Worker’s Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm or principals within the past 5 years.
7. Conflict of Interest Affidavit – Read the City’s Code of Ethics and Complete the attached Affidavit. Attachment ‘C’.
8. Form 1095 – Complete the online form found on the State of Texas Ethics Commission website and attach a signed copy.
9. Consulting Services Agreement – Provide a statement that the Consulting Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter into the Agreement. Attachment ‘A’

XII. SELECTION PROCESS

Evaluation will initially include confirmation by City Staff that Respondents have submitted a complete and timely response followed by confirmation that Respondent completed the required license, insurance and expertise to render requested services. The evaluation process is not intended to select one best qualified Respondent but rather shall include several similarly qualified Respondents that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the Respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a. Overall Qualification of Team	40 points
b. Previous City Experience	10 points
c. Ability to meet Schedules and Deadlines	30 points
d. Stability and References	15 points
e. Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a Respondent or Respondent(s) to provide services. The City reserves the right to reject any and all responses for any reason whatsoever. The City may waive informalities or irregularities in the RFQ’s received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ’s.

After the selection of the most qualified Respondent(s), scope of services and billing rates will be negotiated and used as attachments to the City’s Consulting Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected Respondent cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified Respondent on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

Attachment A

CONSULTING SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

I. Term.

The Agreement will be for an initial twelve (12) month period with a provision for additional and subsequent one (1) month extensions under the same terms and conditions.

II. Designated City Staff.

The City shall require the Respondent to meet with the City Administrator on at least a monthly basis to review the Respondent's progress and to resolve any outstanding issues.

III. Assignment.

Respondents are advised that the City shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City. The Agreement may be subject to cancellation if such consent is not requested. Any and all expenses incurred by the City during the term of the Agreement as a direct result of a transfer or assignment shall be reimbursed to the City by the Respondent. Expenses shall be limited to reasonable "direct expenses".

IV. Statutory Requirements.

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

V. Respondent's Employees.

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Agreement shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the Respondent. The City shall have the right of inspection of said undertakings at any time.

VI. Indemnification Clause.

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

VII. Conflicts.

No public official or City employee shall enter into a contact on behalf of the City which violates Local Government Code, Chapter 171 – Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and Certain Other Local Governments.

VIII. Jurisdiction and Venue.

The Agreement shall be governed in all respects by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Hays County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or to any other Court not in Texas.

IX. Right to Audit.

The City reserves the right to audit the vendor's books and records relating to the performance of the Agreement. The City, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the Respondent with respect to the Agreement. If such audit shall disclose overpayment by City to Respondent, written notice of such overpayment shall be provided to the Respondent and the amount of overpayment shall be promptly reimbursed by Respondent to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

X. Termination Of Contract.

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

Upon termination of the Agreement, all finished or unfinished documents, applications or reports prepared by the Respondent at the option of the City will become the property of the City.

Attachment B

RFQ RESPONSE FORM QUESTIONS

Please provide responses to the questions below to the best of your ability.

1.0 General	
1.1	Q. What are the general types of organizations your clients represent? A.
1.2	Q. Why do you believe that you are a good fit for the City? A.
1.3	Q. Describe your onboarding/implementation process and approach if you were selected? A.
1.4	Q. Do you conduct QBRs and what is the nature of those meetings? A.
1.5	Q. How do you typically work with clients who have staff members? A.
1.6	Q. What do you feel your overall strengths and differentiators are? A.
1.7	Q. Do you or have you serve(d) clients with similar needs to the City? A.
1.8	Q. What services do you offer besides those requested in the RFQ? A.
1.9	Q. What type of training to City stay do you offer either during onboarding or ongoing? A.
1.10	Q. What do you feel are your biggest hurdles to a successful business relationship? A.
1.11	Q. What training resources are available for City Council members regarding the services? A.
1.12	Q. What type of general expertise can you provide in key architectural areas? A.
1.13	Q. What differentiates you from your competitors in the marketplace? A.

2.0 Processes	
2.1	Q. Do you use in-house or contracted resources for vendor (3rd party) services? A.
2.2	Q. Describe your process for migrating City to your organization? A.
2.3	Q. What City resources would you require (i.e., information, data, staff resources, communication) during initial migration and on an ongoing basis? A.
2.4	Q. Outline the methods by which the City can access you (i.e. online, by phone, etc.). A.
2.5	Q. Describe how you document and provide progress updates to City. A.
2.6	Q. Describe the escalation and account management process. A.

Attachment C

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS §

§

COUNTY OF _____ §

I, _____, make this affidavit and hereby on oath state the following:

I affirm that I have received or have access to, have read, and understand the most current version of the City's Code of Ethics;

I agree to comply with the City's Code of Ethics and other applicable conflicts of interest laws and regulations;

Based upon my good faith belief, to the best of my knowledge, I certify that I currently comply with the City's Code of Ethics and other applicable conflicts of interest laws and regulations;

I hereby disclose in the space provided below the following information or facts regarding any potential conflict of interest, or any actual substantial interest in a business entity or real property that may receive a special economic effect that is distinguishable from the effect on the public by an action contemplated by the City of Umland. *[name and address of business entity and/or description of property and/or dates of interest and/or other details – may write "none" if no disclosure is required]*

[complete the following section ONLY if applicable]

I or a person that is related to me within the first degree of consanguinity (blood) or affinity (marriage) as defined by state law has a substantial interest in the above-described business entity or real property for the following reasons *[circle all that apply]*:

- (1) own 10% or more of the voting stock or shares of the business entity;
- (2) own 10% or more of the fair market value of the business entity;
- (3) own \$15,000 or more of the fair market value of the business entity;
- (4) receive from the business entity funds that exceed 10% of *[my, his, her, their]* gross income for the previous year;
- (5) have/has an equitable or legal ownership or real property with a fair market value of \$2,500 or more;
- (6) none of the above.

Upon filing of this affidavit with the official record keeper of the City, I affirm that I shall abstain from voting or further participating in any matter involving the business entity or real property on behalf of the City, unless otherwise allowed by law.

Signed this _____ day of _____, 20_____.

Signature of Affiant

Printed Name of Affiant

BEFORE ME, the undersigned authority, this day personally appeared

_____ and by oath stated that the facts herein stated are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME on this _____ day of _____, 20_____.

Notary Public in and for the State of Texas