



City of Seabrook Solicitation Notice
Sealed RFQ Project #2019-310-1
Remodel of City Hall: Architectural Services

Sealed Request for Qualifications for Remodel of City Hall: Architectural Services, Seabrook Project No. 2019-310-1 will be received until 2:00 PM on November 27, 2018 by the Purchasing Coordinator, Elizabeth Lopresti, 1700 First Street, Seabrook, Texas 77586. Statements of Qualification must be received and time stamped by the Purchasing Coordinator prior to the aforementioned time, when they will be publicly opened at Seabrook City Hall. No late SOQ's will be accepted. RFQ documents may be obtained by contacting the Purchasing Coordinator, Elizabeth Lopresti through email elopresti@seabrooktx.gov.

PUBLISHED: Thursday, November 8, 2018
Thursday, November 15, 2018

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City of Seabrook RFP Timeline

<u>EVENT</u>	<u>DATE</u>
Issuance of RFQ	11/08/2018
Published	11/08/2018 11/15/2018
Response Due Date (2:00 PM)	11/27/2018
Response Opening (2:00 PM)	11/27/2018

Checklist of Documents to Return in Sealed Statement of Qualifications

- _____ Conflict of Interest Questionnaire
- _____ Respondent's Residency Certification
- _____ House Bill 89 Verification Form

I. General Information

A. INTENT

The City of Seabrook seeks Statements of Qualifications (SOQ) from Professional Architects to provide design services, including preparing drawings, specifications, and construction documents to renovate the interior of the existing City Hall, located at 1700 First Street, Seabrook, TX 77586.

B. RECEIPT AND OPENING OF STATEMENTS OF QUALIFICATION

Sealed SOQ's shall be submitted, **including one (1) marked original and two (2) marked duplicate and one (1) digital copy on a flash drive**, clearly marked with project number and name, as well as the name and address of the firm or individual submitting the SOQ. The Vendor Information Form must be fully completed and signed by an authorized agent when submitted. Please do not use metal or plastic binding on SOQ's; staples, paper clips, binder clips and 3-ring binders are acceptable forms of binding.

At the appointed time, SOQ's will be publicly opened in a manner which avoids the disclosure of contents to competing respondents. The contents will then be kept confidential through the evaluation and negotiation process. However, all Qualifications shall be open for public inspection after award, except for trade secrets and confidential information contained in the Qualifications and identified as such.

Any SOQ received after the time and date specified shall not be considered.

C. SOQ MODIFICATIONS

Any Respondent may modify their SOQ by sealed written communication at any time, provided such communication is received by Elizabeth Lopresti at 1700 First Street, Seabrook, Texas 77586, **prior to the due date, November 27, 2019.**

No changes or alterations to SOQ's will be accepted after the due date, however, under certain circumstances, a Respondent may be able to withdraw a SOQ if it contains a substantial mistake that would cause a great hardship if enforced against the Respondent.

D. SCHEDULE CHANGES AND OTHER ADDENDUMS

City shall not provide interpretation of the meaning of the plans, specifications, or other RFQ documents to any Respondent orally. Such communication **must be submitted to the City in WRITING**. No questions will be answered over the phone or in person, with the exception of during a Pre-Bid Meeting. Every request for such interpretation must be in writing addressed to the Purchasing Coordinator, 1700 First Street, Seabrook, TX 77586, or emailed to Elizabeth Lopresti, elopresti@seabrooktx.gov. All requests must be received by the date indicated in the timeline above, or not less than three (3) days prior to the due date.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the enclosed specifications which, if issued, will be submitted to all prospective Respondents by the date indicated in the timeline above, or as soon as reasonably possible after they are received. Failure of any Respondent to receive any such addenda or interpretation shall not relieve Respondent from any obligation of the submitted SOQ.

E. METHOD OF AWARD

Firms and individuals submitting SOQ’s will be evaluated based solely on qualifications by an evaluation committee of City staff. Following initial evaluations, the most qualified firms and individuals may be interviewed by the evaluation committee. Once the most qualified firm is identified, a contract for services will be negotiated. In the event a contract cannot be agreed to, the second most qualified firm or individual will be contacted to negotiate a contract.

Qualifications will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
<u>Project Team Organization and Qualifications</u>	
a. Completeness and clarity of the response to this RFQ as a team.	40
b. Firm’s relevant background	
c. Sensitivity to schedule and quality	
d. Experience of team members and key personnel working together in similar context.	
 <u>Key Personnel</u>	 30
a. Background and experience of project manager	
b. Background and experience of firm’s key project personnel	
c. Project manager’s experience with similar projects	
d. Number of similar projects designed and constructed	
e. Capacity and Capability	
 <u>Record of Past Performance</u>	 30
a. Feedback of references with specific reference to the ability of the Architect/Engineer to interact and work with the references project team members.	
b. Past experience with the City of Seabrook or other coastal cities	
c. Demonstrated effective communication with previous clients and the public	
d. Value engineering	

F. CONDITIONS OF WORK

Each Respondent must inform himself fully of the conditions relating to the services of the contract and the employment of labor thereon. Failure to do so will not relieve a successful Respondent of their obligation to furnish all services and labor necessary to carry out the provisions of the contract.

G. LAWS AND REGULATIONS

The Respondent's attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

The successful Respondent shall be responsible for the receipt and payment of any local, state, or federal permits required for this phase of the project, if applicable.

H. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete Conflict of Interest Questionnaire with the Purchasing Coordinator within seven (7) days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Seabrook Purchasing Department by emailing Elizabeth Lopresti, elopresti@seabrooktx.gov. Completed Conflict of Interest Questionnaire's may be mailed or delivered to the Purchasing Coordinator, 1700 First Street, Seabrook, TX 77586. Please consult your own legal advisor if you have questions regarding the statute or this form.

I. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

Pursuant to Section 2252.151 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract with companies that engage in business with Iran, Sudan, or known foreign terrorist organizations. These companies will be identified on a list prepared and maintained by the Texas State Comptroller.

J. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Pursuant to Section 2270 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. A completed House Bill 89 Verification Form include will be required prior to award of contract.

K. DISCLOSURE OF INTERESTED PARTIES

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, most business entities entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties (Form 1295) to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has

created a website application for business entities to submit the required information, and requires that the form be filed electronically. Prior to a Contract being submitted to City Council, the successful Respondent must complete Form 1295 on the TEC website, with a hard copy submitted the City. This form is **NOT** required unless there is a contract between the vendor and the City and should NOT be included with the SOQ.

The only exceptions to this requirement will be:

- Publicly traded companies, including wholly owned subsidiaries
- Electric Utilities
- Gas Utilities

L. NON-TRANSFERABLE AGREEMENT

The successful Respondent shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract resulting from this SOQ without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of successful Respondent, the surviving or resulting corporation or transferee of assets shall be bound by and shall have the benefit of the provisions of the Contract only upon the prior written consent of the City Manager. No assignment or novation of the Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under the Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

M. INDEMNIFICATION

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES

HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

N. INSURANCE

The successful Respondent shall keep and maintain during the term of the Contract resulting from this RFP, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of:

1. Workers' Compensation and employer's liability in amounts required by law
2. Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).
3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements.
4. Professional Liability, Errors, Omissions in an amount to be determined.

A copy of current Certificates of Insurance should be included with the SOQ. Within ten (10) business days of execution of contract, an Insurance Policy Endorsement with City named as additional insured will be required.

Thirty (30) days prior notice of policy cancellation shall be provided to the City. The successful Respondent shall furnish the City with an Insurance Policy Endorsement evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this RFQ.

O. TERM, RENEWAL AND TERMINATION

The Contract resulting from this RFQ shall have a term of the number of days within which, or the dates by which, the work is to be completed and ready for final payment. This term is to be determined in the contract negotiation process and included therein.

The successful Respondent shall perform in accordance with the terms and conditions of the resulting Contract. Charges of poor performance shall be documented by the City and

submitted to the successful Respondent for corrective action. If continued poor performance is communicated, this will be deemed as a breach of these specifications and shall be the cause for immediate termination of the Contract. The City of Seabrook reserves the right to terminate the contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination date.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of the Contract shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of the Contract.

P. RATE OF PAY

All salaries to be paid as a result of the Contract awarded from this RFQ shall be in compliance with all existing and future National, State and Local laws, ordinances and regulations, which in any manner affect the fulfillment of the Contract and compliance with same. The actual salaries shall be paid at the discretion of the Contract.

Q. INVOICE AND PAYMENT

Respondent shall include Purchase Order number on corresponding invoice. Invoices will be emailed to payables@seabrooktx.gov or mailed to:

CITY OF SEABROOK
ATTN: ACCOUNTS PAYABLE
1700 FIRST STREET
SEABROOK, TX 77586

Pursuant to the Prompt Payment Act, the City of Seabrook shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City of Seabrook shall constitute all services required being received to the City's satisfaction.

II. Scope of Work

A. INTENT

The City of Seabrook seeks Statements of Qualifications (SOQ) from Professional Architects to provide design services, including preparing drawings, specifications, and construction documents to renovate the interior of the existing City Hall, located at 1700 First Street, Seabrook, TX 77586. City Hall must remain functional during the remodeling process.

B. PROJECT SPECIFICS

This planned interior remodel includes creation of new offices within Seabrook City Hall. This includes, but is not limited to, the addition of walls, removal and replacement of glass partitions and doors, and all necessary mechanical and electrical work. The City will need design input, and plans developed and stamped by a professional architect.

The City of Seabrook is requesting qualifications for design services to complete the deliverables including, but not limited to, those listed below. The deliverables include all relevant architectural and engineering disciplines including, but not limited to, architecture, structural, mechanical, and electrical engineering, and information technology infrastructure design. The selected respondent must demonstrate that they are qualified, capable, and competent to provide the following services:

- a. Meetings with relevant City Staff to determine the scope of the project and program for the project.
- b. Document and confirm the current condition and size of City Hall.
- c. Development of a projected timeline for design and construction of the project.
- d. Preparation of potential conceptual design solutions and estimated probable construction costs.
- e. Preparation of schematic design based upon the City of Seabrook selected conceptual design and estimate of probable construction cost.
- f. Preparation of design development documents that develop and define systems and refines the estimate of probable construction costs.
- g. Preparation of complete detailed construction plans and specifications and estimate of probable construction cost.
- h. Provide assistance in the proposal process for obtaining qualified General Contractors to perform the construction work.
- i. Provide construction administration services including on-site inspection. The selected respondent shall coordinate with the City's construction inspector assigned to the project to assure critical elements of construction are observed and documented for the protection of the City through project close out and warranty period.
- j. Upon completion of the design phase, the City will be provided updated plans in .pdf, .pwg and printed form.

C. INSTRUCTIONS FOR RESPONDING

1. Required Contents. The most qualified respondent should have extensive experience in municipal projects and as detailed in the Scope of Services. The qualifications and commitment of the key personnel assigned is critically important in the qualification of a firm. Please provide the following in your proposal:
 - a. Cover letter and introduction including the name, phone number and email address of the person(s) authorized to represent the company regarding all matters related to the proposal.
 - b. Table of Contents - clearly identify what part of the RFQ is being addressed in each section of the submittal.
 - c. Statement of Project Understanding.
 - d. Location of office(s) at which work will be performed.
 - e. A description of the candidate firm/team, including brief history, number of employees and their disciplines, philosophy regarding client and customer service, location, years in business, biographies of principals, biography of the individual who will be assigned as primary representative to the City, etc.
 - f. A statement indicating how the candidate envisions being able to provide services to the City of Seabrook and a demonstrated understanding of the high expectations of the City and its residents.
 - g. A statement detailing how the firm and its staff are qualified to complete tasks related to the Scope of Services
 - h. An organizational chart identifying team members and their areas of responsibility. A description of the history of the firm and description of the personnel in the proposing office.
 - i. Resumes of Key Personnel who will be assigned to provide services to the City of Seabrook and who have the experience and level of expertise required along with current license numbers for Professionals who will be responsible for leading the team in their area of expertise with a statement committing the aforementioned staff.
 - j. List current and relevant projects similar to this project.
 - k. List of current municipal and related clients.
 - l. Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available.
 - m. Five references (past or current clients). Firms shall provide contact information for at least five municipal client references specifying entity name, address, services provided, contact person, and telephone number.
 - n. Firms shall also describe any contracts for services awarded to your firm that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related any municipal client or municipal projects that were unresolved or active January 1, 2010, to present.

- o. A statement that the respondent is cognizant of and familiar with the application of design criteria accepted by the City of Seabrook.
 - p. A statement of the ability to provide these services within the timeframe indicated.
 - q. A statement of the respondent's willingness and ability to provide these services within the budget established during negotiation of the scope of work.
2. Detail in your submission any EXCEPTIONS your firm may have regarding this RFQ and explain why the exceptions should apply.
 3. Approval of variation offered by a firm or individual remains with the City and in all cases the City's decision is final. In the event a variation is not accepted by the City, the submitter may be allowed to offer services in lieu of variations which explicitly meet the specifications, conditions, terms, and requirements of this RFQ.
 4. Additional Information. At your option, provide in your proposal any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded the final design contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

VENDOR INFORMATION FORM

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF SEABROOK, TEXAS FOR INTERIOR CITY HALL REMODEL- ARCHITECTURAL SERVICES:

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PERSON NAME: _____

CONTACT PERSON TITLE: _____

TELEPHONE: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

LEGAL STATUS OF CORPORATION (CIRCLE ONE):

INDIVIDUAL

PARTNERSHIP

CORPORATION

LIMITED LIABILITY COMPANYy

House Bill 89 VERIFICATION

I hereby affirm that I am an authorized agent of _____ hereafter referred to as company, **do hereby affirm that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract/agreement if awarded under this Request for Proposal.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

BIDDER RESIDENCY CERTIFICATION

Pursuant to Texas Government Code 2252.002, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a reasonable bidder by an amount that is not less than the greater of the following:

- 1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located
- 2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

Sec. 2252.001. DEFINITIONS. In this subchapter:

(1) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

(2) "Governmental entity" means:

- (A) the state;
- (B) a municipality, county, public school district, or special-purpose district or authority;
- (C) a district, county, or justice of the peace court;
- (D) a board, commission, department, office, or other agency in the executive branch of state government, including an institution of higher education as defined by Section 61.003, Education Code;
- (E) the legislature or a legislative agency; or
- (F) the Supreme Court of Texas, the Texas Court of Criminal Appeals, a court of appeals, or the State Bar of Texas or another judicial agency having statewide jurisdiction.

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a resident bidder of Texas as defined in Texas Government Code Section 2252.001.

Signature _____ Print Name _____

I certify that _____ is a Nonresident bidder as defined in Texas Government Code Section 2252.001 and our principal place of business is _____
_____ (city and state).

Signature _____ Print Name _____