



REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MATERIALS TESTING FOR PUBLIC SAFETY FACILITY/FIRST RESPONDERS POCKET PARK

Proposal Reference Number: RFQ 20250512-002

Due Date: May 28, 2025 at 2:00 P.M. (CST)

| KEY DATES: | |
|--------------------------------|-------------------------------|
| RFQ Issue Date | May 12, 2025 |
| RFQ Publication Dates | May 10, 2025 and May 17, 2025 |
| Deadline for Questions | May 19, 2025 at 5:00pm |
| Qualifications Due | May 28, 2025 at 2:00pm |
| Recommendation to City Council | June 10, 2025 |

Important Information

The City of Van Alstyne has engaged Project Advocates as the Owner's Representative. Project Advocates is the primary contact for this RFQ and any project related items.

The City of Van Alstyne will receive qualifications for the services specified until the deadline indicated above. ***Extensions will not be granted. Late submittals will not be accepted.***

Questions and requests for additional information should be made in writing and no later than the questions deadline above and shall be directed to Alma Zamora of Project Advocates via e-mail at alma@project-advocates.com.

Documents are included herein and are also found using the following link:

<https://www.dropbox.com/scl/fo/iuulzpiayi4y3pgl8tucx/APDH8CukKh3R9iwixjz3ERU?rlkey=pv8owbatppu948upaeglyquyl&st=npzrfkw3&dl=0>

Any interpretations, corrections, clarifications, or changes to this Request for Qualifications will be issued via addendum. Addenda will be posted at cityofvanalstyne.us. It is the responsibility of the respondent to monitor the website for addenda. **Proposers shall acknowledge receipt of each addendum by submitting a signed copy with their proposal.** *Oral explanations will not be binding.*

The City of Van Alstyne reserves the right to reject any submission and to waive defects in submission. No officer or employee of the City of Van Alstyne shall have a financial interest, direct or indirect, in this or any contract with the City of Van Alstyne. Minority and small business vendors are encouraged to submit qualifications on applicable City solicitations.

TABLE OF CONTENTS

- I. INTRODUCTION
 - A. Advertisement
 - B. Purpose of Solicitation
 - C. Timeline
 - D. Evaluation Criteria
 - E. Selection and Award
 - F. Legal Documents
- II. PROFESSIONAL SERVICE CATEGORIES
 - A. Materials Testing and Inspection
- III. SUBMITTAL INSTRUCTIONS AND CONTENT
- IV. CITY STANDARD DOCUMENTS AND ATTACHMENTS
 - A. Attachment A – Insurance Requirements
 - B. Attachment B – Conflict of Interest Questionnaire
 - C. Attachment C – Vendor Qualification Statement
 - D. Attachment D – Vendor Acknowledgement
 - E. Attachment E – Sample Professional Services Agreement
 - F. Attachment F – HB 89 Verification Form
 - G. Attachment G - Sample Estimate Template
 - H. Form 1295 Certificate of Interested Parties link

I. INTRODUCTION

A. Advertisement

**NOTICE OF REQUEST FOR QUALIFICATIONS
CONSTRUCTION MATERIALS TESTING Services
for the Public Safety Facility/First Responders Pocket Park
RFQ #20250512-002**

May 12, 2025

The City of Van Alstyne is seeking qualifications submissions for Construction Materials Testing services for the construction phase of the Public Safety Facility/First Responders Pocket Park located at 820 N. Waco Street; northwest corner of N Waco St (SH 5) and Blassingame Ave, Van Alstyne, Texas 75495. Project Advocates is the Project Manager on the project and the contact for the RFQ.

The Scope of Services, Submission Instructions, and Service Description for which interested firms may submit are set forth in the RFQ packet.

The deadline for questions is May 19, 2025, at 5:00 p.m. via email to alma@project-advocates.com.

Submissions will be accepted via email to Alma Zamora (alma@project-advocates.com) until Wednesday, May 28, 2025, at 2:00 p.m., prevailing local time.

The complete RFQ packet is available online at www.cityofvanalstyne.us.

It is the responsibility of the submitter to ensure that the submission is submitted correctly, in its entirety, and at the correct time.

Submissions received after the due date and time will not be accepted. No additional time will be granted to any vendor unless by an addendum to the RFQ.

B. Purpose of Solicitation

The City of Van Alstyne, Texas is accepting submissions to their Requests for Qualifications (RFQ) from qualified Firms registered with the State of Texas for Construction Materials Testing for their Public Safety Building located at 820 N. Waco Street in Van Alstyne, Texas. The City will contact the most qualified firm from the submissions, request a proposal, negotiate an appropriate fee, and enter into a Standard Professional Services Agreement with the most qualified firm.

C. Timeline

1. Questions Deadline: May 19, 2025 prior to 2:00pm CST

To ensure that all prospective respondents have accurately and completely understood the requirements, we will only accept written questions submitted via email. Respondents and/or their agents should refrain from seeking additional information, clarification, or other communications from any City employee, which may deem their submittal as non-responsive. Responses to all inquiries will be published in the form of an addendum.

Verbal and/or fax inquiries will not be accepted.

Email Questions to:
Alma Zamora
Project Advocates
alma@project-advocates.com

2. Submittal Deadline: May 28, 2025 prior to 2:00pm CST

Firms shall submit one digital PDF file via email prior to the due date and time. Late submissions will not be accepted.

3. Notice of Public Documents

Any and all materials initially or subsequently submitted as part of the qualifications process shall become the property of the City and shall be treated as City documents subject to typical practice and applicable laws for public records.

4. RFQ Response Expenses

All costs associated with the preparation of this RFQ shall be the sole responsibility of the respondent, including but not limited to document preparation, and any travel or delivery expenses.

D. Evaluation Criteria

An evaluation committee will review the submissions received in accordance with the criteria defined herein. The objective of the committee will be to identify the Firms that are the most highly qualified to service the City's needs. The decisions made by the City of Van Alstyne are final.

The proposals received will be evaluated and ranked according to the following criteria:

| <u>Criteria</u> | <u>Maximum Points</u> |
|---------------------|-----------------------|
| Experience | 60 |
| Work Performance | 25 |
| Capacity to Perform | <u>15</u> |
| Total | 100 |

Experience (Submittal Tab 1)

- History and philosophy of the Firm
- Firm's principal officers and professionals
- Areas of expertise and/or specialization
- Location of home/branch offices
- Experience with local municipalities
- Firm's culture and overall approach to Project Management and communication
- Communication and data management

Work Performance (Submittal Tab 2)

- Demonstration of the Firm's performance on prior projects related to CMT in the last five (5) years.
- References from clients for projects completed in the last five (5) years related to the category. (Minimum of 2, maximum of 5)

Capacity to Perform (Submittal Tab 3)

- List of all projects currently under contract for the selected category and their anticipated completion date.
- Organizational chart and resume of the key staff who would most likely be assigned to the work, including associated licensing, credentials, and qualifications.

E. Selection

1. Selection of Qualified Firm

The evaluation committee will review the submitted responses based on the evaluation criteria and determine **a Firm as the most qualified.**

The City reserves the right to make a final determination that no qualified submittals have been received and/or reject all submittals for a specific category. The City also reserves the right to select a qualified Firm outside of this RFQ in accordance with applicable laws.

2. Project, Proposal Requests and Negotiations

A link has been provided to access the 95% Construction Documents for the Public Safety Facility for reference. Note that the City may request additional information, client work history (specific to the project) or conduct interviews with firms awarded in the category to assist in this determination.

The City will then request a written proposal and price proposal from the most qualified firm (**Estimate Template, Attachment included for reference**) and enter into negotiations with the Firm. In the event that the City cannot successfully complete the negotiations, the Firm will be formally set aside, and negotiations will resume with the next most qualified Firm.

3. Professional Services Project Specific Agreement

Upon successful negotiations with the most qualified Firm, a Professional Services Project Specific Agreement will be issued by the City of Van Alstyne. The Agreement will contain the scope of work, the Firm's proposal, timeline, and fees, as well as any other required documents. Contingent upon the appropriate approval by the City of Van Alstyne City Council, the Agreement will be executed by both parties.

I. Legal Documents

The Insurance Requirements and Legal Compliance documents are attached. Please note that contracts and templates have been prepared and approved by the City Attorney, and the conditions, terms and language expressed should be considered unalterable for the purpose of those evaluating interest in submitting an RFQ and working with the City of Van Alstyne.

The City of Van Alstyne requires that a certificate of insurance be provided at the time of entering into an agreement and coverages must be maintained throughout the term of the agreement. Please refer to the insurance limits and other requirements contained in this document.

The City of Van Alstyne requires a completed Conflict of Interest Questionnaire, a completed HB89 Verification Form, and a completed Certificate of Interested Parties Form 1295 to be completed by the awarded submitter. These documents have been provided or links have been included to access the documents. Please review the documents prior to submitting for any conflicts.

II. PROFESSIONAL SERVICE

The City of Van Alstyne is seeking to develop a list of qualified professional Firms to contract with for professional services pertaining to a range of services. All firms shall demonstrate competency in their respective field and be registered or licensed to practice in their respective field in the State of Texas. All Firms shall be in good standing per the relevant State laws and regulations pertaining to their profession.

The City of Van Alstyne is seeking Statements of Qualifications from Firms for the following categories:

A. Materials Testing and Inspection

Material testing may include observing, sampling, and reporting the placement of construction materials, such as concrete, masonry, asphalt, and steel. It may also include geotechnical services to test moisture content, soil testing including pavement and foundation design recommendations, soil density, compaction, strength, and other subsurface soil analysis. The selected Firm must provide proof of certification for assigned field technicians (ACI, CET, etc.), have a professional engineer licensed in the state of Texas on staff to seal test reports, and have demonstrated accurate and timely on-site testing for their clients. In addition to construction materials testing, the selected Firm may be required to inspect coating application related to the rehabilitation of water storage tanks. Tasks may include inspection of interior and exterior coating and steel welding.

III. SUBMITTAL INSTRUCTIONS AND CONTENT

Mandatory Requirements:

- Firms must submit a “digital” response
- Each response must be clearly labeled
- Copies: one (1) PDF digital copy sent via email. Note the City will not review or consider additional information.

A. General Instructions

Responses and any other information submitted by Firms in response to this RFQ shall become the property of the City. Submission of a response provides permission for the City to make inquiries concerning the respondent, its officers, and others employed by the prospective Firms.

Any proprietary information that the Firm does not want disclosed to the public shall be so identified by the Firm on each page in which it is found. Only individual firms or formal joint ventures or partnerships with history in providing the services may apply.

Two firms may not apply jointly unless they have formed a legal entity. (This does not preclude a Vendor from having consultants.)

Late submittals will be discarded. Late submittals will not be considered under any circumstances. Responses 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 review by the City. The City reserves the right to final determination of acceptability, and/or to waive any irregularity or informality in a Response.

B. Format

1. Page Size

Submittals must be typed on letter-size (8-1/2" x 11") paper with a minimum 11 pt. font. Number each page consecutively, including letters of interest, brochures, licenses, resumes and supplemental information. Submit digitally in one PDF format file.

2. Submittal Length

Limit submittals to 15 pages. Covers, table of contents, transmittal letter, divider tabs and Tab 4 - "City Required Attachments" will not count towards the maximum sheet count, provided no additional information is included on those pages. Any submittals exceeding the page limit may be disqualified.

3. Pagination

All pages of the submittal should be numbered sequentially in numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

C. CONTENT

1. Cover & Transmittal Letter (do not count towards pages)

- a. First page/cover should be titled "**RFQ for Construction Materials Services for the City of Van Alstyne Public Safety Facility**"
- b. Transmittal Letter should contain:
 - i. A short introduction
 - ii. List Firm's name (Note if the Firm intends to joint venture or subcontract, the transmittal letter shall indicate so.)
 - iii. A statement granting Project Advocates, the City and its representatives' authorization to contact any previous client of the Vendor (or a Vendor's Team Member) for purposes of ascertaining an independent evaluation of the Vendor's or a Vendor's Team member's performance.
 - iv. This letter must have the signature of an officer or principal responding firm.

2. Tab #1 Firm Information and Services

- a. History and philosophy of the Firm
- b. Names of principal officers; please include documentation that the Firm and its professionals (as applicable) are duly registered/licensed in the State of Texas
- c. General Overview of areas of expertise and/or specialization
- d. Location of home and branch offices, and which office(s) would service the City's account
- e. Experience with municipalities located in the North Texas area including Van Alstyne
- f. Provide specifics of data management process, distribution list management and process to make changes, report distribution and database access, process of notification of failed or cancelled tests.

3. Tab #2 Firm Experience and Team Members for The Selected Category

- a. Pertinent professional experience of the Firm for the selected category, including expertise and competencies
- b. Describe the Firm's culture and overall approach to Project Management, including the Firm's approach to communication with the City
- c. Describe "Quality Control/Quality Assurance" processes
- d. Include an organizational chart that explains team member responsibilities, including the office location of each team member
- e. Identify the key professionals (including sub-contractors) that will most likely be involved in the project team for the selected category, with short resumes including:
 - i. their name (for sub-contractors please include the name of their firm)
 - ii. professional registration/licensing, qualifications and/or area of expertise
 - iii. time with the Firm and a list of relevant projects and their role in each
 - iv. what role they will perform in the project team for work performed for the City

4. Tab #3 References

- a. Firm's performance on prior projects related to the category performed in the past five (5) years. Note: Previous work history with the City of Van Alstyne may be included.
- b. Project Information
 - a. Project name and description
 - b. Timeline and year completed
 - c. Construction cost
 - d. List any subcontractor(s) used for any portion of the work and their responsibilities
 - e. Was the project completed within budget and on-time?

- f. Name, address, and phone number(s) of owner and contact person tasked with daily responsibilities
- g. Name, address, and telephone number(s) of the general contractor
- h. Names of Firm's key personnel assigned to the project
- i. List of all projects currently under contract for the selected category

5. Tab #4 Required Attachments

- a. Attachment A -Firm's certificate(s) of Insurance meeting the requirements
- b. Attachment B – Conflict of Interest Questionnaire
- c. Attachment C – Vendor Qualification Statement
- d. Attachment D – Vendor Acknowledgement

V. CITY STANDARD DOCUMENTS AND ATTACHMENTS

- A. Attachment A – Insurance Requirements
- B. Attachment B – Conflict of Interest Questionnaire
- C. Attachment C – Vendor Qualification Statement
- D. Attachment D – Vendor Acknowledgement
- E. Attachment E – Sample Professional Services Agreement
- F. Attachment F – HB 89 Verification Form
- G. Form 1295 Certificate of Interested Parties available via:
<https://www.ethics.state.tx.us/filinginfo/1295/>

Attachment A – Insurance Requirements

(Vendor to provide completed form for RFQ demonstrating ability to meet insurance requirements identified in the Project Specific Agreements)

CERTIFICATE OF INSURANCE

TO: CITY OF VAN ALSTYNE
VAN ALSTYNE, TEXAS

DATE: _____
PROJECT: _____

THIS IS TO CERTIFY THAT _____

(Name and Address of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted hereon.

TYPE OF INSURANCE

| | Policy No. | Effective | Expires | Limits of Liability |
|------------------------|------------|-----------|---------|--|
| Workmen's Compensation | | | | Per Person \$ _____ Per Occur. \$ _____ Property Damage \$ _____ |
| Public Liability | | | | Per Person \$ _____ Per Occur. \$ _____ Property Damage \$ _____ |
| Contingent Liability | | | | Per Person \$ _____ Per Occur. \$ _____ Property Damage \$ _____ |
| Property Damage | | | | Per Person \$ _____ Per Occur. \$ _____ Property Damage \$ _____ |

| | | | | |
|----------------|--|--|--|--|
| Builder's Risk | | | | Per Person \$ _____ Per Occur. \$ _____ Property Damage \$ _____ |
| Automobile | | | | Per Person \$ _____ Per Occur. \$ _____ Property Damage \$ _____ |
| Other | | | | Per Person \$ _____ Per Occur. \$ _____ Property Damage \$ _____ |

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Description of Operations Covered: _____

Additional Insured: City of Van Alstyne, Texas

The above policies, either in the body thereof or by appropriate endorsement, provide that they may not be changed or canceled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or in case there is no legal requirement, in less than sixty (60) days in advance of cancellation or change.

FIVE COPIES OF THIS CERTIFICATE _____

MUST BE SENT TO THE OWNER (Name of Insurer)

By: _____

Title: _____

Address: _____

Phone/Fax: _____

**Attachment B – CONFLICT OF INTEREST
QUESTIONNAIRE**

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

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

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

(i) a contract between the local governmental entity and vendor has been executed; or

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Attachment C – Vendor Qualification Statement

QUALIFICATION STATEMENT OF VENDOR

SUBMITTED TO: City of Van Alstyne

Reviewed by: _____

Date Received: _____

Vendor: _____

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME: _____

PARTNER: _____

ADDRESS: _____

ADDRESS: _____

CITY: _____

CITY: _____

PHONE: _____

PHONE: _____

PRINCIPAL PLACE OF BUSINESS:

PRINCIPAL PLACE OF BUSINESS:

COUNTY STATE

COUNTY STATE

IF THE VENDOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION: _____

LOCATION OF PRINCIPAL OFFICE: _____

CONTACT PERSONS AT OFFICE: _____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

NAME: _____

ADDRESS: _____

TITLE: _____

CITY

STATE ZIP

PHONE: _____

NAMES OF OFFICERS: (IF APPLICABLE) _____

LIST NUMBER OF EMPLOYEES WORKING FOR VENDOR: _____

NUMBER OF YEARS IN BUSINESS AS A CONSULTANT ON PROJECTS SIMILAR TO THIS PROJECT:

TYPE(S) OF WORK DONE: _____

Public Facilities (list types): _____

Other: _____

COMMENTS: _____

LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT: _____

OWNER: _____

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT: _____

OWNER: _____

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT: _____

OWNER: _____

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT: _____

OWNER: _____

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

PROJECT: _____

OWNER: _____

PERCENT COMPLETE: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT: _____

OWNER: _____

PERCENT COMPLETE: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT: _____

OWNER/ENGINEER: _____

PERCENT COMPLETE: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT: _____

OWNER: _____

PERCENT COMPLETE: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT? _____

IF SO, NAME OF OWNER:

CONTACT PERSON: _____ PHONE: _____

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE? _____

IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS:

BANK REFERENCE: Bank: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____

MUNICIPALITY REFERENCE: City: _____

Contact Person: _____ Position: _____

Address: _____ Phone: _____

OTHER CREDIT REFERENCES:

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporations with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: _____ Title: _____

Company: _____ Date: _____

Attachment D – Vendor Acknowledgement

VENDOR ACKNOWLEDGEMENT FORM

Company Information

The following information must be provided in its entirety for your submission to be considered:

Company Name: Principal Place of Business
Address: Principal Place of Business
City, State, Zip: Principal Place of Business
Phone Number: Principal Place of Business
Fax Number:
Remittance Address (if different from above):
Remittance City, State, Zip:
Tax Identification No:

Addendums

If an addendum to this RFQ is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____

Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the scope of work, has read the document in its entirety and that the information submitted has been carefully reviewed and is submitted as correct and final. If selected, Firm further certifies and agrees to furnish any or all services in accordance with the terms and conditions contained herein; to willfully enter into negotiations; and to faithfully execute an agreement with the City of Van Alstyne upon successful negotiations.

The individual signing this RFQ certifies that he/she is a legal agent of the Firm, authorized to submit on behalf of the Firm, and is legally responsible for the decisions as to the supporting documentation provided.

Authorized Representative Signature Date

Printed Name

Title Email Address

Attachment E – Sample Professional Services Agreement

(Provided for example purposes only, and to show City standard contractual language.
Actual Project Specific Agreements will be more specific to the type and scope of project)

City of Van Alstyne, Texas Standard Professional Services Agreement

This Agreement is made by and between the **City of Van Alstyne, Texas**, a home-rule municipality (hereinafter referred to as the "Owner") and **xxx**, (hereinafter referred to as the "Consultant") for **CONSTRUCTION MATERIALS TESTING** for the Owner's Public Safety Facility/First Responder's project (hereinafter referred to as the "Project"), the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, , all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

(Project Advocates Proposal V1)

Documents not enumerated in this Paragraph 1.2. are not Contract Documents and do not form part of this Contract.

ARTICLE 2: RECITALS

- 2.1 The City desires to have the Consultant provide ~~financial-auditing~~ Project Management services as Advisor for the City; and
- 2.2 The Consultant has the knowledge, ability, and expertise to provide such services; and
- 2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of

this Agreement, will be made on the basis of services reasonably determined by City mutual agreement to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that City requires a modification of the Agreement with Consultant, and in the event the parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in this Agreement:

To perform the services and terms of CONSTRUCTION MATERIALS TESTING for services for the Public Safety Facility/First Responders project located in Van Alstyne, Texas, designed by the Conduit Architecture + Design. Reference Proposal from TBD

If there is conflict between the above objectives and objectives from other documents, this agreement shall supersede all others.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Van Alstyne, Texas and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City at an ~~annual~~ rate for each phase of services of the contract Per the schedule:

TBD

These pricing terms will control regardless of any conflict in the Contract Documents.

5.2 Work will be performed at the rates set forth in this agreement which is incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

Hourly rate schedule:

TBD

5.3 Consultant payment for work under this Agreement shall be made in installments upon receipt of invoices from the Consultant. **Payment Terms:** Services and fees are to be provided as authorized and shall be invoiced monthly as a prorate amount of the fixed fee over the agreed upon duration of the project or as incurred if engaged for hourly services. Invoices shall be paid within sixty (60) days of receipt. If the City fails to make any payment due the Consultant within sixty (60) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project Management Services as Advisor through completion of the project(s).

TBD

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is consummated between the parties.

ARTICLE 7: INDEMNIFICATION

7.1 CONSULTANT AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AGAINST ALL DAMAGES, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT CAUSED BY CONSULTANT'S NEGLIGENT PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

7.02 TO THE EXTENT PERMITTED BY TEXAS LAW, AND WITHOUT WAIVING ITS GOVERNMENTAL IMMUNITY FROM SUIT AND DAMAGES, CITY AGREES TO INDEMNIFY AND HOLD HARMLESS CONSULTANT AND ITS PERSONNEL AGAINST ALL DAMAGES, LIABILITIES, AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT CAUSED BY CITY'S NEGLIGENT ACTS IN CONNECTION WITH THE WORK PERFORMED UNDER THIS AGREEMENT.

7.03 THE CONSULTANT IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.

7.04 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.

7.05 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.06 CONSULTANT SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

The Consultant shall provide and maintain Workers' Compensation with statutory limits.

8.2 Automotive Insurance

Consultant shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting Consultant and City as an additional insured with limits not less than 250/500/100,000 or as amended by statute.

8.3 General Liability Insurance

Consultant shall provide general liability insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than one hundred thousand dollars (\$100,000.00). The general liability insurance must name the City as an additional insured.

8.4 Professional Liability Errors and Omissions Insurance

Consultant shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect Consultant and City from any liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate.

8.5 Certificate of Insurance

A signed Certificate of Insurance, satisfactory to City, showing compliance with the requirements of this Article shall be furnished to City before any services are performed. Consultant shall provide thirty (30) days written notice to City prior to the cancellation or modification of any insurance referred to therein.

The project name and bid/contract number shall be listed on the certificate.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by City at which Consultant is required to attend, but shall not include and loss of profit of Consultant. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the owner out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.
- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by CONSULTANT without the prior written consent of City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Grayson County, Texas.

10.6 Notices.

All notices required by the Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Van Alstyne

TBD

City Manager

PO Box 247

Van Alstyne, TX 75495

903-482-5426

citymanager@cityofvanalstyne.us

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Conflict.

If a conflict exists between this Agreement, the Exhibits listed in Section 1.2, and any Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the RFP, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the RFP, the RFP shall control.

10.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of April, 2022.

CITY OF VAN ALSTYNE

TBD

Lane Jones, City Manager

TBD

ATTEST:

Jennifer Gould, Assistant City Manager

Attachment F – Sample HB Verification Form

(Provided for example purposes only, and to show City standard contractual language.
Actual Project Specific Agreements will be more specific to the type and scope of
project)

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

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.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

Attachment G – Sample Estimate Template

(Provided for example purposes only, and to show City standard contractual language.
Actual Project Specific Agreements will be more specific to the type and scope of
project)