



THE CITY OF
Edinburg
REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Tuesday, October 19, 2021**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ 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 RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ No. 2022-001
Downtown Parking and Retail Facility

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211.

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| <u>Hand Delivered RFQ'S:</u> | 415 W. University Drive
C/o City Secretary Department (1 st Floor) |
| <u>If using Land Courier (i.e.FedEx, UPS):</u> | City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541 |
| <u>If Mailing Qualifications:</u> | City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079 |

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is seeking Qualifications from Architectural and Engineering teams to provide professional consulting services for schematic, design, preparation of bid documents and construction support for the Downtown Parking and Retail Facility to be located at 201 N. Clossner Boulevard and includes approximately 15,000 sft of mixed use retail space, exterior paver/sidewalk and 3 floors of parking approximately 250 parking spaces.

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL**," and five (5) copies marked "**COPY**". In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

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c/o City Secretary
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Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.



RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg 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 of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

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.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package Downtown Parking and Retail Facility is used, its meaning shall refer to the request for Schematic and Design of Downtown Parking and Retail Facility as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, 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 vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) 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.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

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 Edinburg 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.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFIDENTIALITY OF INFORMATION AND SECURITY

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.

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

Responses to the RFQ must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Tuesday, October 19, 2021 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for "Downtown Parking and Retail Facility". **In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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Edinburg, Texas 78540-1079



ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14, 999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements



Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence /\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation Employer's Liability	Statutory Coverage Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury Property Damage	\$250,000 each person/\$500,000 each occurrence \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single
Comprehensive Auto Liability Bodily Injury Property Damage	\$100,000 each person/\$500,000 each occurrence \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury Property Damage	\$250,000 each person/\$500,000 each occurrence \$100,000 each occurrence/ \$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.



I. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

1. RFQ Response:

In order to be considered for selection, proposers must submit a complete response to this RFQ. One (1) original and five (5) copies of each proposal must be submitted to the issuing agency. In addition, a USB with a PDF file of response must be provided. No other distribution of the proposal shall be made by the proposer.

2 Proposal Preparation:

Qualifications shall be signed by an authorized representative of the proposer. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Qualifications which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Qualifications should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content.

Qualifications should be organized in the order in which the requirements are presented in the RFQ. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFQ. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFQ. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFQ requirements. Information which the proposer desires to present that does not fall within any of the requirements of the RFQ should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Qualifications that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFQ requirements are specifically addressed.

As used in this RFQ, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFQ, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of a Proposer to satisfy a "must" or "shall" requirement does not automatically remove that Proposer from consideration; however, it may seriously affect the overall rating of the Proposers' proposal.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Oral Presentation: Proposers who submit a proposal in response to this RFQ may be required to give an oral presentation of their proposal to the committee. This provides an opportunity for the proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

1.3 Specific Proposal Instructions:

Qualifications should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Proposers are required to submit the following items as a



complete proposal:

Return the RFQ cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

Proposer Data Sheet, included as an attachment to the RFQ (Section V of the RFQ), and other specific items or data requested in the RFQ.

Acknowledgment Form, included as an attachment to the RFQ (Section V of the RFQ), and other specific items or data requested in the RFQ

A written narrative statement to include:

1. Proposer's complete name, business address, and telephone number and the name, mailing address, and telephone number of the person that the Project Committee should contact regarding the proposal, as well as the location of the office(s) where work will be carried out.
2. A description of the proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization
3. Provide similar experience of the key team members illustrating similar projects or work related to the capabilities in designing multi-purpose building including events, conventions, arts and entertainment and processes described in the scope of work. Include sub-consultant (if any) capabilities as related to the scope of work. Cite specific projects of a similar nature to the Project described herein and list a reference with primary contact information for each project cited.
4. Project Approach and Schedule: A detailed description of how your firm proposes to approach this Project. Include sufficient discussion of proposed methodologies, techniques, and procedures for each work item. Provide a breakdown and description of tasks assigned per project team member. Describe the hierarchy of project management. Provide suggestions for any additional services, which may enhance the value and/or affect the overall economy and effectiveness of the Project.
 - Project Schedule: Note any unique services the design team can provide and any changes to the schedule in order to complete the project. Any suggestions on how to accelerate the design process to allow construction to begin in a quicker timeframe are encouraged.
5. Project Team(s): Provide an Organization Chart of the project team specifying the dedicated Project Manager, key personnel, and sub-consultants assigned to the team and the availability of backup personnel that will support this Project. Include a brief summary identifying roles and responsibilities and general qualifications (i.e., professional registrations, certifications and/or licenses) of each team member (including sub-consultants) in disciplines appropriate to the Project, as well as education, availability to work on this Project, experience, years of experience (with current firm and other firms). Please do not list firm staff members that are not directly working on the Project team. If more than one Project Manager or team is desired, please include this information and describe why this is necessary and how it is anticipated to work.
 - Project Manager Qualifications: Experience of the project manager with event/arts/conventions/entertainment center planning including education and relevant experience. Experience should include public meetings, design and master planning, project management and construction. Please list references and contact information for these projects.
6. Insurance and Contract Statement: Provide a statement that the firm has reviewed and is willing to meet the requirements as specified in Appendix A - Standard Clauses for City of Edinburg Contracts, and provide insurance as specified in Appendix B – Minimum Insurance Standards for City of Edinburg Contracts.
7. Identification of Lawsuits and Administrative Claims/Fine): Consultants must identify all lawsuits;



administrative claims or fine proceedings Consultant has been a party to in the past five (5) years. Include any fines levied by any governmental unit relating to the proposed work in this RFQ such as fines from the DEC, Department of Labor or other units of government.

II. SPECIFICATIONS

2.1 Purpose

The City of Edinburg is seeking Qualifications from Architectural and Engineering teams to provide professional consulting services for design, preparation of bid documents and construction support for the Downtown Parking and Retail Facility including a 15,000 sq. ft. of mixed use retail space, exterior paver sidewalk and approximately 250 parking spaces. The final budgeted amount will be shared once a firm is selected.

2.2 Background

The existing site is currently a parking lot for Hidalgo County Courthouse. Additional parking is needed for this area to accommodate the adjacent City events with two current projects: Promenade Park Phase 1 (Amphitheater and Water Garden), currently under construction, Edinburg Arts, Culture & Events Center (under design) and the Hidalgo County Courthouse. However, the city elements around the area will need to blend to the new facility.

2.3 Project Location

The entire site is located at 201 N. Closner Boulevard. This area is being master planned to become a downtown arts and entertainment area able to host many city events, conventions, arts and entertainment. This component plays a key role to these activities. The area is located north of the Hidalgo County Courthouse and east of City Hall.

2.4 Project Goal

The goal of the project is to make design a 15,000 sf ft. mixed use retail space and parking garage to attract residents and visitors to the adjacent venues. The project will include the design and construction of the new mixed use retail space.

2.5 Project Components

1. Mixed Use Retail Space

The Mixed Use Retail space component is intended to serve from the day-to-day users of the courthouse and museum to the proposed venues west of this location. This area could include coffee shops, small restaurant, and others of approximately 15,000 sq.

2. Exterior Sidewalk Pavers

Pavers to blend the exterior perimeter with other City features.

3. Parking

It is anticipated that the minimum goal is to achieve 250 parking spaces.

III. SCOPE OF WORK

City of Edinburg desire to engage a qualified Professional Architect, Landscape Architect, and Engineering Firms to provide Design Services and Project Management for the Project, from conception to completion. Major tasks shall include the following:



3.1 Architectural/Landscape Architectural Design:

1. Complete a site visit to meet with key park personnel, local officials, and other stakeholders to learn about the project and the public engagement process that has occurred to date.
2. Register project with Texas Department of Licenses and Regulations (TDLR) and coordinate all inspections.
3. Provide no less than two (2) design alternatives with electronic renderings and preliminary construction estimates for each funded component outlined in the project details. The alternatives will be reviewed by the public and city management. The final alternative will be presented to the Edinburg City Council for final approval.
4. Deliver the items to the City of Edinburg, after City Council's Approval:
 - a. All Final Rendering plans (36"x48") and provide PDF version.
 - b. AutoCAD Files
 - c. Project report – in PDF Format and include site inventory and analyses, conceptual alternatives, and changes to the existing City of Edinburg Master Parks Plan.

3.2 Construction Documents Services:

1. Prepare construction drawings and specifications (project manual).
 - a. Reviews by the Project Committee of both the drawings and project manual at 60% completion, 90% completion and at 100% completion.
 - b. The design team will meet with the Project Committee to discuss review comments at the, 60% and 90% stages of completion.
2. Prepare construction cost estimates and keep them up-to-date thru the life of the project. Critical times will be, 60%, 90% & 100%. This project will be bid as a unit price bid so the cost estimate should be set up in this manner with certain elements (ex. pavilion building) bid as a lump sum line item.
3. Complete all environmental testing and review.
4. Complete pre-design geotechnical services. At a minimum, borings should occur under all paved areas and building locations and any other structural elements with critical footings proposed. The exact amount will be agreed upon once a layout is known.
5. Provide for all necessary utilities including water, sewer, electrical.
6. As-built – At the completion of the construction project provide a digital set (AutoCAD) and one set of PDF's of as-built plans.
7. Management Plan – At the completion of the construction project compile all product information including all warranties into a concise document (digital and 1 paper copy) for the City of Edinburg Staff to use. A separate landscape maintenance document for all plant material specified shall also be provided. This landscape maintenance document will need to be developed during the CD phase of the project and reviewed with Project Committee and City of Edinburg staff prior to bidding the project, and finalized once the project is complete. This will assist City staff in determining how areas are to be maintained in order to properly budget operating funds.

3.3 Project Construction Management:

Due to the unique funding for the project and project reporting requirements from multiple funding agencies, the construction management and reporting will be a critical component of this project. Project/ Construction management will be provided by the selected firm from conception to completion. Management to include regular meetings with contractors and subcontractors; regular site visits and site monitoring; regular reporting to the City Council; regular review of the budget and timeline; attendance and participation in all public meetings and hearings; tracking of all invoices and payments; solicitation, compliance, and reporting; contractor payment review and reporting, and other specific reporting as required by the individual funding agencies.



3.4 Project Schedule:

Below is a recommended schedule. Any changes to this process should be included in the design team proposal.

Project Initiation/Kick Off: December 2021.

Construction Complete: No later than June of 2023.

In the schedule, time should be identified for solicitation, required public input meetings and hearings. Ideas on how to accelerate the design process to allow for early construction are encouraged.

IV. EVALUATION AND AWARD CRITERIA:

Requests for Qualifications will be evaluated based on the criteria below, by the City of Edinburg Staff which is comprised of the three (3) Assistant City Managers, City Engineer, and other City Management staff.

1. Firm experience/reputation/workload: The firm's experience in similar work and the record of successful results of that work. Consideration will be given to the firm's ability to take on additional work, demonstrate understanding of the City's goals and purposes of this Project, specific management approach, how well the firm's organization structure shows sufficient depth of its present workload, approach to managing the project's budget and time, and the firm's ability to offer the breadth and quality of services required for this Project.
2. Response to the project objectives outlined in the scope of work: The proposed approach for performing the work for this Project, including demonstrated understanding of the scope of work for this Project and Project deliverables. Ideas that are innovative, cost-effective, sustainable and feasible for the Project will be given additional weight.
3. Experience of the personnel assigned to this project team: A firm provides the resources but the individuals assigned to a project are how the job gets done. The Committee will give weight to the individual qualifications of the project team members who will be assigned to do a majority of the work on the Project. Consideration will include the Project Manager's individual qualifications, experience, and location, which key personnel will be assigned to the Project, and any sub-consultant's individual experience, qualifications, and location. Preference will be given to those firms demonstrating a strong ability to meet the State of Texas requirements.
4. Schedule: Consideration will be given to the firm's ability to meet schedules and responsiveness to the Project Committee. Once a contract is awarded, the selected firm must be in a position to begin work immediately and move quickly towards completion.

The foregoing criteria will be rated on the following 100 Point scale:

Firm Experience/reputation/workload	1-25 points
Response to the project objectives outlined	1-25 points
Experience of the personnel assigned	1-25 points
Schedule	<u>1-25 points</u>
	100 points



V. AWARD OF CONTRACT:

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Thursday, October 28, 2021 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's 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.

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Qualifications on the basis of the evaluation factors included in the Request for Qualifications, if so stated in the Request for Qualifications. Negotiations shall be conducted with the proposers so selected. After negotiations have been conducted with each proposer so selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Qualifications or reject Qualifications at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm 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.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	October 1, 2021
Publish RFQ	October 1 and 8, 2021
RFQ Submission Deadline (Post Marked or Delivered)	October 19, 2021
RFQ Review	October 20 – 29, 2021
Firms Interviews, if required	October 28, 2021
City Council Selects Firm(s)	November 2, 2021

VI: CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Tomas D. Reyna, Assistant City Manager at (956) 388-8210 or treyna@cityofedinburg.com or Mr. Mardoqueo Hinojosa, P.E., City Engineer at (956) 388-8212 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **October 19, 2021 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **Downtown Parking and Retail Facility**