



**REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR ARCHITECTURAL & ENGINEERING DESIGN SERVICES OF
A COMBINED PUBLIC SAFETY FACILITY AND FIRE HOUSE**

**SOQ #1089
CITY OF CORINTH, TEXAS**

IMPORTANT DATES:

SOQ Issue Date: Tuesday, February 23, 2016
SOQ Publication Dates: February 23 & March 1, 2016
Pre-Submittal Conference/Site Visit: Tuesday, March 8, 2016 @ 10:00 AM CST
Questions Deadline: Tuesday, March 15, 2016 @ 3:00 PM CST
Submittal Due Date and Time: Tuesday, March 22, 2016 @ 2:00 PM CST
Anticipated Contract Effective Date: June 1, 2016

Sealed proposals for the materials or services specified will be received by the City of Corinth at the office of the Purchasing Agent until the date and time as indicated above.

Please submit one (1) original unbound proposal, six (6) complete bound copies of proposal, and one (1) complete copy in USB memory drive format (each with required signatures), in a sealed envelope or package to the address listed below.

Delivery & Mailing Address:

City of Corinth
Attn: Purchasing Agent
3300 Corinth Parkway, 2nd Floor
Corinth, Texas 76208

Proposal Contact:

Cindy Troyer
Purchasing Agent
purchasing@cityofcorinth.com
(940) 498-3244

Sealed submissions shall be clearly marked "SOQ #1089-ARCHITECTURAL & ENGINEERING DESIGN SERVICES OF A COMBINED PUBLIC SAFETY FACILITY AND FIRE HOUSE . Do not open until 2:00 PM Tuesday, March 22, 2016 and include the respondent's name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. **All forms in Appendix B must be completed, signed and returned with the proposal.**

Requests for additional information should be made no later than the date and time above and shall be directed to the Purchasing Agent at purchasing@cityofcorinth.com. All requests must be made in writing. Oral explanations will not be binding.

Any interpretations, corrections, or changes to this Request for Statements of Qualifications or specifications will be made by addenda. Addenda will be posted at <http://cityofcorinth.com/Bids.aspx>. It is the responsibility of the respondent to monitor the City's website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.

The City of Corinth reserves the right to reject any and all proposals and to waive defects in proposals. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a proposal on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown above.** Proposals received later than the date and time above will be returned unopened, and will not be considered in the evaluation process. No telephone, facsimile or electronic proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

1. INTRODUCTION

The City of Corinth is accepting Statements of Qualifications from qualified firms to provide professional Architectural and Engineering (A/E) Design Services, relating to the design and planning of a combined public safety facility and fire house as described in this Request for Statements of Qualifications (SOQ). The successful Respondent shall execute a contract with the City to furnish all equipment, materials, supplies, labor, permits, insurance and licenses in accordance with the instructions, specifications, terms and conditions set forth in this Request for Statements of Qualifications (SOQ). The successful Respondent will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The contract shall commence upon the issuance of a Notice to Proceed by the City and shall automatically expire upon completion of the work and acceptance by the City.

2. SCOPE OF SERVICES

The City of Corinth ("City") is located along the Interstate 35E corridor between Denton and Dallas, in the north central portion of Texas. The City currently occupies a land area of 8 square miles and serves a growing population of approximately 19,961.

The purpose of this project is to design and build a Combined Public Safety Facility and Fire House on the west side of I-35. Current Police and Fire facilities are undersized and outdated. Both have been determined to need replacement. Furthermore, with call volume increases there is a crucial need for a fire department presence west of I-35.

The Fire Department Headquarters building is a retro-fitted Fire House that has met its life expectancy and is in need of major renovations to maintain its functionality as the administration, training facility, and Emergency Operations Center (EOC) for the City of Corinth/Lake Cities Fire Department. The Police building is the old City Hall building and was not designed or intended to house police operations. The police building has also met its life expectancy and is in need of major renovations to maintain its functionality as the administration, records, patrol, and training facility, for the City of Corinth Police Department.

Two studies that support these claims were completed in 2015. A Public Safety Facility Spatial Needs Assessment was performed in 2014-15 and may be used in developing plans for a new facility. The second study looked at the Lake Cities Fire Department (LCFD) and how it measured to industry standards for response levels and times.

The proposed Combined Public Safety Facility will include space for the Police and Fire Departments Command Staff, investigators, prevention, records and emergency management and logistics. Additionally the facility will include a fire house designed to house at least 12 firefighters with at least 3 drive through bays.

The design phase will be from approximately summer of 2016 through spring of 2017. Construction is scheduled to begin approximately spring of 2017 with final completion of the project by spring of 2018. Please refer to Exhibit A for drawings of the proposed site.

Services shall include, but not be limited to, complete planning, programming, architectural design services, construction administration, completing all necessary permit documents, and other necessary work required to construct the new Combined Public Safety Facility and Fire House. Due to the complexity of Public Safety and Fire House facilities, experience in the planning and design of this type of facility is an essential criteria for selection. As part of this proposal, firms are asked to submit statements of qualifications and specific experience with similar facilities for at least five (5) to ten (10) of such facilities within the past five years. It is of equal importance for a firm to have direct design experience with survivable facilities in the State of Texas. Experience for these project types must be as "Architect of Record". References as well as appropriate contact information is to be provided for each identified similar project to be evaluated at the City's discretion.

A/E shall meet with the City's project manager, as the principal contact for this project, who will provide information and make decisions concerning the project. The requirements for data and programming shall be reviewed and established. The A/E shall collect information from the City and other sources to identify and document site characteristics that may influence the design of the facility.

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The A/E shall perform the following phased functions and other necessary requirements as part of the Scope of Work:

A. PROGRAMMING/PLANNING

- Apply your knowledge and experiences to our current needs assessment and supply recommendations for current and future requirements
- Evaluation of Site Issues/Constraints
- Site analysis/Master planning based upon the selected option
- Identify construction costs/constraints based upon the criteria developed and the Master Plan

B. ARCHITECTURAL/ENGINEERING SERVICES

- Provide all architectural design and construction documents
- Provide all electrical, alarm system, HVAC, plumbing design and construction documents
- Provide any Geotechnical Engineering or testing
- Provide any Civil Engineering or site work design
- Provide any exterior lighting design
- Provide any irrigation or landscape design
- Provide interior design including colors, furniture, and fixtures selection
- Work with our IT Division to provide technology design for requirements of facility(s).
- Provide all specifications for all material and equipment used on the Project
- Meet with City staff for updates and review at "to be determined" phases during the project
- Work with Project Manager to provide necessary cost estimate/value engineering at necessary phases to maintain budgetary constraints and quality control
- Assist in obtaining all permits required to construct the building and develop the appropriate site
- Provide all preliminary and final construction documents, plans, materials testing, reports, etc. to City

C. CONSTRUCTION ADMINISTRATION SERVICES

- Review and approve project submittals prior to payment and maintain a log for request for information, responses and change orders
- Attend meetings to answer questions as required, including follow-up questions as necessary
- Participate in the scope, selection and negotiation of a construction contract for building, representing the City's interests
- Coordinate and work with construction contractor
- Value engineering assistance as required to maintain established budgets
- Oversee project, close out, completion process

D. Additional duties, include, but are not limited to, attending all scheduled meetings and conferences required by the City and/or Council for this project. The firm selected shall be solely responsible for planning, design, completing necessary permit documents, bidding, construction administration and other required services identified to complete the project contained herein. Teaming is encouraged; however, only one team member will be prime consultant under the negotiated contract with the City of Corinth for the Combined Public Safety Facility and Fire House project.

E. Additional requirements necessary to complete the entire Combined Public Safety Facility and Fire House project may be added to the negotiated contract at the sole discretion of the City of Corinth.

F. All CONSULTANTS shall hold licenses required to perform the above referenced scope of work. The Consultant shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority.

G. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the City and all such materials shall be delivered to the City by the contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the City.

Respondent shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

3. SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

A. FORMAT AND REQUIREMENTS FOR TECHNICAL PROPOSAL SUBMITTAL (PRICE/COST RELATED INFORMATION SHALL NOT BE INCLUDED IN THE SUBMITTAL)

The technical proposal shall contain the following information at a minimum to be considered responsive and shall be in the following order:

1. COVER LETTER

Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this SOQ. A person who is authorized by the organization to enter into an agreement with the City of Corinth, Texas will sign the letter.

Please include all contact information.

2. COMPANY BACKGROUND

- a) Years in business under present name.
- b) Name and address of each office location.
- c) Ownership Structure (Corporation/Partnership).
- d) Names and titles of officers in the company.
- e) Company trade organizations/associations/affiliations.

3. TEAM QUALIFICATIONS

- a) Describe the firm's qualifications and experience.
- b) Indicate the person in charge of this project.
- c) Provide resumes for key firm personnel that will be assigned to this project. Include license/certification information for such personnel.
- d) Provide a diagram of proposed organizational structure.
- e) Additional Team Members - Furnish list of representative consultants by type and by name. Furnish resumes and credentials of key consultant personnel.

4. PROJECT EXPERIENCE

- a) Demonstrate the firm's qualifications and experience in performing the scope of services requested for this project.
- b) Provide information, regarding recent similar projects best illustrating current qualifications for this project, including renderings, layouts, pictures and contact persons. Provide at least five (5) projects completed within the last (5-10) years (Include approved and actual budget, examples of how you worked to ensure value with the budgeted amount in the project, and timeline for award/design/construction)

5. PROJECT APPROACH

- a) Discuss the proposed project approach to fulfill the scope of services listed within this SOQ.
- b) Discuss your philosophy of design, layout/flow as it relates to public safety and fire houses and how you will go about understanding the organization's needs as it relates to this facility.

6. REFERENCES

- a) Include a minimum of five (5) references of similar projects completed within the last five to ten years. Indicate contact information for the project's current point of contact.

7. SUPPLEMENTAL INFORMATION

- a) Provide any other information you feel is appropriate to assist the review committee in architect selection.

8. ACKNOWLEDGMENT OF ADDENDA, IF APPLICABLE

- a) Acknowledge and sign all addenda, if applicable.

9. SUBMITTAL FORMS - APPENDIX B

- a) Complete and sign all forms included in Appendix B.

10. PROFESSIONAL SERVICES AGREEMENT – APPENDIX B

- a) Insert your firm’s standard Professional Services Agreement.

Proposals may not be withdrawn or canceled for a period of (120) days following the date designated for the receipt of proposals, and respondents so agree upon the submission of their proposal. Respondents are expected to examine the instructions, specifications, terms and conditions prior to submitting their SOQ. Failure to do so will be at the respondent’s risk. At the City’s request, Respondents may be selected for in-person presentations. All proposals and related materials become the property of the City. The City reserves the right to reject any or all proposals submitted.

4. EVALUATION PROCEDURES

A. Consultant Selection Process

In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the City after the closing date.

The following is the anticipated SOQ review and consultant selection process:

1. City Staff will review SOQ responses and compile a shortlist of qualified firms for further evaluation. Only those firms who are placed on the shortlist on the basis of the evaluation criteria will be considered. Cost-related or price-related evaluation factors will not be used. Written notification will be provided to shortlisted firms and to those not selected for the shortlist.
2. City Staff may or may not conduct interviews with the shortlisted firms. Selection may be made strictly from the information provided in the SOQ response. However, the City reserves the right to conduct interviews and request presentations from any Respondent. City Staff will contact each shortlisted firm to arrange a date and time for the interviews, if applicable.
3. City Staff will select the highest ranked firm based upon final review of the SOQ responses, and the shortlist interviews, if applicable.
4. City Staff will enter into negotiations with the highest ranked firm on the basis of the SOQ response, and interview if applicable.
5. Negotiations will continue until terms, conditions, and a fair and reasonable price are agreed upon. If a successful contract cannot be negotiated with the most qualified firm, the City shall formally end negotiations with that provider, select the next highest ranked firm, and begin negotiations, and continue this process until successful negotiations are completed. Once negotiations have ceased with a firm, reopening negotiations with that firm is not allowed.
6. Upon completion of the approval process and approval of the contract terms and conditions by the City’s Legal consultant, the contract will be signed by the successful Respondent and the City.

B. Evaluation Criteria

The City will review all SOQs for completeness based on the requirements in this SOQ. Those found to be incomplete or fail to address the needs of the City will not be evaluated.

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A selection committee will review the SOQs received in accordance with the requirements defined in the SOQ. The objective of the selection committee will be to select the firm that is the most highly qualified to service the City's needs.

Proposals will be evaluated on, but not limited to, the following criteria and will award points in each category up to the maximum number of points listed:

Criteria	Maximum # of Points
1. Qualification of Architectural Firm	25 pts.
<ul style="list-style-type: none"> • Number of years in business • Sub-consultant experience • Essential management functions identified • Utilization of CADD and technology of firm • Any lawsuits against firm 	
2. Relevant Experience	30 pts.
<ul style="list-style-type: none"> • Experience on projects as an architectural team • Similar work in the past 5 years on FD's and PD's • Current and projected workload • Projects in Texas or surrounding areas 	
3. Resumes of Key Individuals	20 pts.
<ul style="list-style-type: none"> • Number of prior similar projects by principals in firm • Experience of the key staff in terms of project complexity/scope • Unique knowledge of individuals including specialization 	
4. Project Approach of Architectural Firm	30 pts.
<ul style="list-style-type: none"> • Budget methodology/cost control • Coordinate value engineering activities • Insure stated procedures will be followed • Schedule of timeline to complete project if known 	
5. Report Structure	15 pts.
<ul style="list-style-type: none"> • Lines of authority in the firm clearly identified • Essential management functions identified • Are the functions integrated? 	
6. References	20 pts.
<ul style="list-style-type: none"> • Both FD's and PD's, including numbers for each in the past 5 years • Awards or recognition for architectural designs • Energy efficiencies incorporated into design to offset operational costs 	
7. Submittal Completeness	10 pts.
<ul style="list-style-type: none"> • All SOQ requirements answered • All SOQ requirements met in timely manner • Meaningful information beyond SOQ requirements 	
TOTAL	150 pts.

The City reserves the right to:

- require additional technical and pricing information and
- have discussions with Respondents regarding all elements which comprise the Respondent's proposal,
- to accept all or part of any proposal, or
- to reject any or all proposals, and
- to re-solicit for proposals.

EXHIBIT A

Aerial View - 3501 FM 2181 Corinth Texas 76210 (Proposed Site for Public Safety Facility and Fire House)





APPENDIX A

INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS

A. GENERAL INFORMATION

1. **Confidentiality:** Information contained in this Request for SOQ is confidential and is to be used only for the purpose of preparing legitimate proposals for all or part of the services stipulated in this Request for SOQ.
2. **Proposal Preparation Cost:** All costs associated with the preparation of the proposal will be borne by the respondent.
3. **Withdrawal of Proposal:** Proposals may be withdrawn prior to the closing time for SOQs, as long as the request is submitted in writing by an authorized representative. Thereafter, all proposals shall remain open and valid for a period of 120 days.
4. **Authorized Signature:** All proposal forms must be signed by persons who have the legal authority to bind the respondent to the proposed services.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.
6. **Insurance**
 - A. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
 - B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the proposal.
 - C. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.
 - D. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the bid to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
7. **Insurance Requirements**

Vendors/Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions, and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.
- b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.
- d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.

3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

D. Acceptability of Insurers: The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.

E. Verification of Coverage: Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memoranda of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

- F. Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 7.1.B must submit the request in writing. Please note that commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

7.1 Professional Services Requirements

- A. Definition:** Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.
- B. Minimum Limits of Insurance:**
1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury, and property damage. Policy must include coverage listed in Section 7.A.1.
 2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
 3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
 4. Professional Liability: Also known as Errors and Omissions: \$500,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City.

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TERMS AND CONDITIONS

The terms and conditions set forth in this solicitation shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

- A. ADDENDA:** Any interpretations, corrections or changes to this solicitation or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this solicitation, and will be posted at <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the Respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.
- B. ADVERTISING:** The successful respondent shall not advertise or publish, without the City of Corinth's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.
- C. ALTERING PROPOSAL:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- E. ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City of Corinth.
- F. CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
- G. COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City of Corinth unless specifically approved, or requested by the Contract Administrator.
- H. CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Corinth's Purchasing Office (attached).
- I. CONTRACT ADMINISTRATOR:** Under the contract, the City of Corinth, Texas, may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City of Corinth, Texas and the successful contractor.
- J. CONTRACT ENFORCEMENT:**
1. The City of Corinth, Texas reserves the right to enforce the performance of any contract that results from an award of this solicitation. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City of Corinth, Texas in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
 2. In the event the successful contractor shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall give the contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within a reasonable period of time from which the contractor received notice, default will be declared and all of the contractors rights shall terminate. Respondents who submit proposals for this service agree that the City of Corinth, Texas shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
 3. Any notice provided by this solicitation (or required by law) to be given to the successful contractor by the City of Corinth, Texas shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful contractor at the address so provided; this shall not prevent the giving of actual notice in any other manner.
 4. The successful contractor and the City of Corinth, Texas agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this solicitation and the UCC, the solicitation will control.
- K. ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City of Corinth, except in accordance with City Policy.
- L. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this solicitation will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

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- M. FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the respondent has fully advised the City of Corinth as to the facts and circumstances surrounding the conviction.
- N. FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires or explosions. Neither the successful respondent nor the City of Corinth is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- O. INDEMNITY AGREEMENT:** Except as hereinafter set forth, the successful respondent shall indemnify and hold harmless the City of Corinth, "Owner," the Owner's Representative and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the successful respondent's proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the respondent, a subcontractor of the respondent, anyone directly or indirectly employed or contracted by the respondent or anyone for whose acts the successful respondent may be liable.
- P. INVOICES:** Each invoice shall contain the successful respondent's name and address, City of Corinth's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Corinth, Attention Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- Q. LATE SUBMITTALS:** The City of Corinth will reject late proposals. The City of Corinth is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office, for confirmation of receipt you may contact Cindy Troyer, Purchasing Agent at 940-498-3244.
- R. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:
- Have adequate financial resources or the ability to obtain such resources.
 - Be able to comply with the instructions, specifications, terms and conditions.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- S. PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Corinth from claims involving infringements of patents and/or copyrights.
- T. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- U. PRICES HELD FIRM:** All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
- If during the life of the contract, the successful vendor's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Corinth, Texas.
- V. PURCHASE ORDER:** The City of Corinth shall generate a purchase order(s) to the successful respondent. The purchase order number must appear on all itemized invoices.
- W. REFERENCES:** The City of Corinth requests Respondent to supply, with its proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- X. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Information submitted by the Company shall not be released by the City, and the SOQ will not be available for inspection, during the evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- Y. REQUIRED DOCUMENTATION:** In response to this solicitation, all documentation required by this solicitation must be provided.
- Z. SALES TAX:** The City of Corinth is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- AA. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- BB. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

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ARCHITECTURAL & ENGINEERING DESIGN SERVICES OF A COMBINED PUBLIC SAFETY FACILITY AND FIRE HOUSE

- CC. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- DD. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Corinth, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.
- EE. TERMINATION FOR DEFAULT:** The City of Corinth reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City of Corinth reserves the right to terminate the contract in the manner set forth in the attached Contract.
- FF. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a 10 day written notice prior to any cancellation. The successful respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- GG. TRAVEL AND DIRECT CHARGES:** The City of Corinth shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- HH. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- II. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the respondent prior to the proposal deadline.



APPENDIX B

SUBMITTAL FORMS

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed and notarized copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.

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

CERTIFICATION FORM

In submitting this proposal, the respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
8. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
9. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
10. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal 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 _____

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: _____

AUTHORIZED REPRESENTATIVE:

Signature

Date

Printed Name

Title

Email Address

Phone

INSERT YOUR FIRM'S STANDARD PROFESSIONAL SERVICES AGREEMENT