



CITY OF BUDA

REQUEST FOR STATEMENT OF
QUALIFICATIONS

RFQ Reference Number: 19-006

**Project Title: TRANSPORTATION AND MOBILITY MASTER PLANNING
SERVICES**

Submission Closing Date: January 10, 2019 @ 2:00 P.M. (CDT)

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Buda, Texas

Request for Statement of Qualifications

1. Introduction

- A. Project Overview: The City of Buda is issuing a Request for Statement of Qualifications (RFQ) with the intent of awarding a contract for the delivery of professional services described in Appendix A – Scope of Services.
- B. Contract parties: The City of Buda, may heron be referred to as “the City”. The person or company responding to the solicitation may heron be referred to as the “Offeror”.
- C. Questions: Following are contacts for questions, as identified:
- i. RFQ Clarifications: All questions related to requirements or processes of this RFQ should be submitted in writing to the Purchasing Manager identified in Section 2 below.
 - ii. Scope of Service Questions: All questions related to the RFQ should be submitted in writing to the contact person(s) noted in Appendix A – Scope of Services.
 - iii. Replies: Responses to inquiries that directly affect an interpretation or effect a change to this RFQ will be issued in writing by addendum posted to the City’s website. All such addenda issued by City before the submittal deadline shall be considered part of the RFQ. The City will not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Offeror must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the RFQ response.
- D. Notification of Errors or Omissions: Offerors shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFQ. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- E. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for statements of qualification, correspondence, or other writing related to any potential agreement with the City.
- F. Form 1295 Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your RFQ submission.

2. General Information

- A. Public Inspection of RFQ: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFQ information. Responses to RFQs are not available for public inspection until after the contract award. If the Offeror has notified the City, in writing, that a response to the RFQ contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Texas Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

3. RFQ Withdrawals and/or Amendments

- A. RFQ Withdrawal: The City reserves the right to withdraw this RFQ for any reason.
- B. RFQ Amendments: The City reserves the right to amend any aspect of this RFQ by formal written Addendum prior to the RFQ submittal deadline and will endeavor to notify all potential Offerors that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

4. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: All responses to the RFQ must be physically submitted
- B. Submittal Deadline: The deadline for submittal of responses to the RFQ shall be as identified on Page 6 of Appendix A – Statement of Qualifications. It is the Offeror's responsibility to have the RFQ Documents correctly physically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- C. Responses to the RFQ Received Late: Offerors are encouraged to submit their response to the RFQ as soon as possible. The time and date of receipt as recorded with Purchasing Manager or designated receiver shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late responses to the RFQ will not be considered under any circumstances.
- D. Alterations or Withdrawals of RFQ Document: Any submitted response to the RFQ may be withdrawn or a revised proposal may be substituted before the RFQ submittal deadline. Responses to the RFQ cannot be altered, amended, or withdrawn by the Offeror after the submittal deadline, unless such alteration, amendment, or withdrawal notice is approved in writing by the Purchasing Manager.
- E. RFQ Document Format: Responses to the RFQ shall be limited to a maximum of 16 single-sided pages (i.e., a single side equals a single page). Attached appendices may include, but are not necessarily be limited to, resumes, House Bill 89 Verification Form and Conflict of Interest Questionnaire. Appendices do not count toward the maximum page limit. All RFQ Documents must be prepared in single-space type, at a minimum of 11pt. font on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. Please provide 4 (four) printed copies and a single electronic copy in PDF format via disk or flash drive. The City only accepts physical submissions. Any other format (via telephone, fax, email, etc.) will be rejected by the City at its discretion.
- F. Validity Period: Once the submittal deadline has passed, any RFQ document shall constitute an irrevocable offer to provide the commodities and/or services set forth in the Scope of Services. Such offer shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

5. RFQ Evaluation and Contract Award

- A. Proposal Evaluation and Selection Criteria: Selection will be made using the information within the submitted responses and as provided by this RFQ, and shall be in accordance with Chapters 252 and 271 of the Texas Local Government Code, Chapter 2254 of the Texas Government Code and the City's purchasing policy, each to the extent applicable. The City shall select a review team who shall score the responses to the RFQ and identify those Offerors who meet the minimum qualification requirements for the award of a contract for the delivery of professional services specified herein. The City will evaluate all responses to the RFQ to determine which Offerors have demonstrated the ability to carry out all of the requirements contained in the RFQ. The Evaluation Factors provided in Appendix A – Scope of Services, Section 3 “RFQ Evaluation Factors” will be applied and the qualified Offerors shall be ranked with the Offeror considered the most highly qualified Offeror placed at number 1, and with the remaining Offerors placed next in line in order of qualified rankings until all qualified Offerors are ranked. The ranking shall be submitted to the City Council for approval. Next, the city shall select the Offeror that ranked the highest in the approved ranking and attempt to negotiate a contract with the selected Offeror. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Offeror during the negotiation process. If the City and the selected Offeror are unable to negotiate a contract acceptable to the parties, the city shall declare impasse in writing and move to the next highest qualified Offeror based on the ranking and repeat the process until a contract is reached or the City elects to reject all Offerors. Should the City award this contract, it shall make the selection on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price.
- B. Completeness: If the response to the RFQ is incomplete or otherwise fails to conform to the requirements of the RFQ, City alone will determine whether the variance is so significant as to render the Offer's proposal non-responsive, or whether the variance may be cured by the Offeror or waived by the City, such that the response to the RFQ may be considered for award.
- C. Ambiguity: Any ambiguity in the response to the RFQ as a result of omission, error, lack of clarity or non-compliance by the Offeror with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFQ requirements and details provided in Appendix A – Scope of Services or Appendix B – Statement of Qualifications, the Appendices shall prevail.
- D. Additional Information: City may request any other information necessary to determine Offeror's ability to meet the minimum standards required by this RFQ.
- E. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Offerors based on the responses to this RFQ, or to reject any and all responses to the RFQ and re-solicit the RFQ, as deemed to be in the best interest of City.
- F. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Buda for cause:
- i.) The successful Offeror fails to perform in accordance with the provisions of these specifications; or
 - ii.) The successful Offeror violates any of the provisions of these specifications; or
 - iii.) The successful Offeror disregards laws or regulations of any public body having jurisdiction; or
 - iv.) The successful Offeror transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v.) If one or more of the events identified in Subparagraphs F i) through iv) occurs, the City of Buda may terminate the contract by giving the successful Offeror seven (7) days written notice. In such case, the successful Offeror shall only be entitled to receive payment for goods and services provided before

the effective date of termination. The successful Offeror shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Buda, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

G. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

Appendix A – Scope of Services

1. **Project Title:** Transportation and Mobility Master Planning Services for the City of Buda

2. **Scope of Services Contact**

Questions about the content of this RFQ may be directed to **John Nett**, P.E., at 512-523-1025, or purchasing@ci.buda.tx.us.

3. **RFQ Evaluation Factors**

Emphasis	Factor
5%	RFQ Conformance: Preparation of a qualifications statement completed in accordance with the terms of the solicitation
25%	Experience: Demonstration of experience in transportation planning and engineering to include all modes of travel (i.e. transit, cycling, walking, vehicular); demonstration of experience in technologies related to transportation system analysis, design, operation, and maintenance
20%	Capability: Demonstration of capability to perform all aspects of the Project, either directly or through qualified sub-consultants
10%	Public Engagement: Demonstration of preparing display materials and conducting outreach meetings for the purpose of providing public information and building stakeholder consensus
15%	Key Personnel: Provision of Project personnel with applicable professional background and experience
15%	Quality: Demonstration of competency in work on similar projects previously undertaken, and ability to finish projects within specified times and a stipulated project budget
10%	Familiarity/Proximity: Demonstration of familiarity with and proximity to the City of Buda

4. **Key Events Schedule**

RFQ Release Date	December 5, 2018
Deadline for Submittal of Written Questions	January 3, 2019
Sealed Response to RFQ Due to & Opened by City	Shown on Cover Page of this RFQ
Anticipated Committee Review & Scoring	January 24, 2019
Anticipated Award Date	February 5, 2019

5. **Scope of Services**

The City intends to select a qualified transportation planning services Consultant to conduct a comprehensive review of its transportation system. The goal of the Project is to facilitate development of a multi-modal network of roads, bicycle lanes, trails, transit services, and pedestrian facilities that adequately support existing and planned land uses of the City, and integrates and supports interconnectivity with the existing and planned regional transportation system. The City desires a transportation system that equally provides mobility to its residents and businesses, as well as its visitors. The Transportation and Mobility Master Plan developed for the Project will

serve as a comprehensive planning tool, and will be used to identify and implement necessary capital improvements to the transportation system.

The Consultant shall be responsible for providing a full range of services for the Project, which may include, but is not necessarily limited to, transportation planning, urban planning, traffic engineering, traffic demand modeling, corridor analyses, transit studies, and any other related services as needed to achieve an equitable plan that will promote the City's community and economic development goals. The specific scope of work has been divided into both "required" and "optional" services, performance and deliverables for budgeting purposes. The City will work with the successful Offeror to refine a Project task list that will achieve the City's goals within the available budget. During the Project, the City may explore development of additional work tasks identified under Section F. Additional Related Services.

The City has prepared a proposed task scope of work anticipated to be required for the development of the City's Transportation and Mobility Master Plan; however, the Consultant is encouraged to evaluate the proposed scope and to elaborate on your firm's methodology, schedule, personnel, and resources to provide the most qualified and best Project proposal on behalf of the City of Buda.

A. Existing Condition Inventory and Gap Analysis

This Project task includes the following anticipated activities:

- Consultant shall clarify the Project scope and schedule, and identify critical Project milestones. In preparation for a project kickoff meeting with the City, the Consultant shall prepare and submit a Data Needs Memorandum.
- Consultant shall meet with key City team members to review existing land uses; current and projected populations; annexation plans and annexation areas of interest; and key economic development metrics. The Consultant will evaluate transportation planning areas and will delineate all jurisdictional boundaries.
- Consultant shall meet with key stakeholders (e.g., Hays County) regarding current and future transportation needs.
- Consultant shall thoroughly review and evaluate the City's adopted annexation plans, Comprehensive Plan, master plans, impact fee studies, GIS data, land use data, development patterns, and other available resources to determine population projections and to distribute the future population by transportation planning area. Consultant shall also use GIS data and available transportation plans to identify data gaps.
- Consultant shall thoroughly review and evaluate the City's adopted transportation-related code and ordinances; design and construction standards; and operation and maintenance policies, and provide specific recommendations to amend these criteria to achieve desired transportation planning goals.
- Consultant shall fully analyze existing regional transportation plans (e.g., Hays County; CAMPO) and provide recommendations for enhancement of such plans to meet ultimate build out needs of the City and the surrounding region.
- Consultant shall review transportation demand data (e.g., traffic counts; traffic impact studies; regional traffic models) to evaluate traffic patterns and peak rates. Consultant will use these data and other factors from any pertinent local, area, or regional transportation studies for projecting traffic demands.
- Consultant shall compile crash data including vehicular, bike, and pedestrian conflicts. Data sources shall include active transportation social media applications (e.g., Strava).
- Consultant shall identify perilous locations within the transportation network and develop proposed solutions to enhance driver, bicyclist, and pedestrian safety.
- Consultant shall recommend safety enhancements to protect and promote viable interconnected pedestrian and bicycle corridors.
- Consultant shall use demographic projections, and input from the City to estimate existing traffic demands and to develop future traffic demands for residential and commercial land uses by transportation planning area.
- Consultant shall review and confirm current road hierarchy and functional classifications for motorized and non-motorized systems.

- Consultant shall identify gaps in data that may necessitate further detailed analysis such as traffic counts; bicycle and pedestrian counts; and specific site evaluations, which may result in activities discussed in Section F. Additional Related Services.
- Consultant shall develop existing and future (20-year) Level of Service (LOS) ratings for all arterial and collector streets, and intersections of the same.
- Consultant shall develop short, intermediate, and long-term transportation improvements based upon identified deficiencies for existing conditions and future cumulative conditions.

B. Complete Street Analysis

This Project task includes the following anticipated activities:

- Consultant shall review City's existing Complete Street policy and recommend improvements.
- Consultant shall review City's typical street sections to ensure bike lanes, trails, and sidewalks achieve expected design standards.
- Consultant shall develop and refine a typical street section guide for each street type. Street types shall be established by taking into consideration functional classification, adjacent land use, and the competing needs of all modes of transportation. In addition, street sections shall be specifically defined for the unique context of the City of Buda, where deemed appropriate.
- Consultant shall assess the overall bicycle and pedestrian friendliness of the City, including bicycle and pedestrian LOS.
- Consultant shall identify gaps in first and last mile connection to transit facilities, major retail centers, public buildings, and medical facilities; safe routes to schools and public facilities; bike lanes; existing and planned pedestrian improvements; and current or potential trail segments within parks, greenbelts, and along streams corridors.
- Consultant shall identify opportunities for further promotion of active transportation within the City's existing development policies.

C. Public Participation Program Development

This Project task includes the following anticipated activities:

- Consultant shall develop an innovative and engaging public involvement program with the support of the City. Anticipated public outreach efforts include, but are not necessarily limited to, developing web content, engaging through social media, and conducting surveys, open house sessions, workshops, and public meetings.
- Consultant shall ensure a continuous public participation is implemented using multiple communication methods to ensure the greatest public outreach and participation possible.
- Consultant shall rely upon the City to provide logistical support in developing property owner notification databases, issuing public notices, and providing public meeting spaces.
- Consultant shall seek to leverage the City's social media, website, online survey instruments, and video media to communicate with the public. It is envisioned that the Consultant shall guide the City's use of these communication methods and develop visual and narrative content, but would not be responsible for maintaining a special website or social media accounts.

D. Future Transportation Trends Analysis

This Project task includes the following anticipated activities:

- Consultant shall provide a summary of future trends with analysis specific to the City regarding potential impacts on the City's transportation network, including but not limited to connected vehicles, autonomous vehicles, ride-sharing, intelligent transportation systems, dynamic messaging, etc.

E. Transportation and Mobility Master Plan Report Preparation

This Project task includes the following anticipated activities:

- A final written report including the following major sections:
 - *Introduction and Statement of Purpose* with a Project definition, a vision statement, and a list of goals and objectives
 - *Overview of the Public Involvement Process*, including but not necessarily limited to, a discussion of findings from public outreach, engagement, meetings, and workshops
 - *Summary of Existing Conditions*, including but not necessarily limited to, demographics, land use, zoning, roadway network, transportation system performance statistics, and other pertinent factors
 - *Evaluation of Future Conditions*, including but not necessarily limited to, growth patterns and traffic demands
 - *Scenario Analysis*, including but not necessarily limited to, identification of system deficiencies, qualitative performance measures, and build-out conditions
 - *Thoroughfare Plan*, including but not necessarily limited to, a street network map by functional classifications, typical street cross sections based upon context sensitive design standards, a bicycle plan, a transit vision plan, and regional trails/greenbelt connectivity plan
 - *Mobility Recommendations*, including but not necessarily limited to, an enhanced collector network, intersection improvements, multi-modal facilities, Transportation Demand Management strategies, and refined programs and policies (e.g., updates to City's local area traffic management/traffic calming policy)
 - *Capital Improvements Plan*, including but not necessarily limited to, a prioritized list of short, intermediate, and long-term transportation projects with conceptual project cost estimates.
 - *Conclusion and Statement of Recommendations* (i.e., success strategies)
- Transportation improvement costs shall be presented in current fiscal year dollars and include contingencies. Consultant shall develop a schedule of projects based upon the Project determined transportation system requirements and maps showing project locations, as well as GIS digital shapefiles.
- Consultant shall only conduct that level of transportation system modeling commensurate with the need to adequately defend traffic projections.
- Consultant shall develop each report subsection as a separate technical memorandum, the combination of which will be aggregated as the final report. This shall include all necessary meetings (remote or onsite) to resolve all City comments on the technical memoranda and the draft final report.
- Consultant will attend two Planning & Zoning Commission Meetings and two City Council Meetings to present project findings and recommendations.
- Consultant will deliver a final comprehensive Transportation and Mobility Master Plan Report (in bound and electronic copy).

F. Additional Related Services

If mutually agreed upon and authorized in writing by the City, the Consultant shall furnish Additional Related Services of the types listed below. Such services, which are not included as part of the Project Basic Services outlined herein, would be based upon contracted hourly labor rates and other direct costs. These services would be paid by the City in an approved Task/Change Order:

- Conducting new services resulting from significant changes in the scope, extent, or character of the Project including, but not necessarily limited to, changes in complexity, schedule, and character; and revising previously accepted reports.
- Performing Traffic Impact Analysis of specific road segments or intersections, including sensitivity analysis for specific intersections identified as Level of Service (LOS) D or worse, and providing recommendations to improve intersection LOS (e.g., roundabouts, turn lane(s), etc.)
- Conducting targeted thoroughfare corridor studies to analyze the discrete and cumulative impact of speculative subdivision development.

- Developing detailed costing and financing proposals for selected capital improvement projects identified in the Transportation and Mobility Master Plan Report, including preliminary engineering, schematics, utility conflict analysis, right-of-way needs, value engineering, etc.
- Preparing applications and supporting documents (in addition to those furnished under Project Basic Services) for grants, loans, or advances, and assistance in obtaining financing for transportation systems.
- Evaluating performance of draft plan under different future scenarios, such as changes in travel behavior resulting in fewer/shorter trips, dispersed land use growth, concentrated land use growth, and dominance of connected and autonomous vehicles.
- Preparing environmental assessments and impact statements, to include historic and cultural heritage studies; review and evaluation of the effect on the design requirements of the Project of any such related effort prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of transportation facilities.
- Undertaking additional investigations and studies including, but not necessarily limited to, detailed consideration of operations, maintenance and expenses, financial evaluations, rate schedules and appraisals; detailed quantity surveys of materials; equipment and labor; and audits or inventories required in connection with transportation-related construction performed by or on behalf of the City.

Appendix B – Statement of Qualifications

REQUIRED RFQ INFORMATION. IN ORDER FOR A RESPONSE TO THIS RFQ TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, OFFEROR MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Offer's Cover Letter

Provide a cover letter summarizing the Offeror's qualifications. The letter must be signed by an authorized representative of the Offeror.

2. Offeror's Staff

A. Project Team: Identify all members of the Offeror's team (including both team members and management) who will be providing any services proposed and include information which details their experience. Please provide resumes for all team members in an appendix.

B. Section not used.

C. Removal or Replacement of Key Staff: If an assigned staff person must be removed or replaced for any reason, the Offer must pre-notify the City of the replacement person prior to performance on the project.

D. Business Establishment: State the number of years the Offeror's business has been established and operating. If Offeror's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: _____; and the number of employees: _____.

E. Project Related Experience: All responses to the RFQ must include detailed information that details the Offeror's experience and expertise in providing the requested services that demonstrates the Offeror's ability to logically plan and complete the requested project.

F. Confidentiality/Non-Disclosure Agreement: The Offeror shall attach to its response to the RFQ, its recommended confidentiality and non-disclosure agreement that will apply to the Offeror and all its agents, employees or representatives whatsoever and shall be written to protect the City from the unauthorized release of information maintained in the city in locations where Offeror may have access. A successful Offeror shall be required to modify any such agreements so that they are applicable to Offeror's business entity and all agents, employees and representatives of the entity servicing the contract. All such proposed agreements shall be subject to approval by the City Attorney's Office.

G. House Bill 89 Verification Form: Passed by the Legislature in 2017, House Bill 89, prohibits a governmental entity, including a school district, from entering into a contract for goods or services with a company unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. Texas Government Code 2270.002. The form must be completed, notarized, and included in the Offeror's response in order to ensure compliance with House Bill 89. Failure to enclose a notarized verification form may result in Offeror's response being deemed non-responsive.

3. Offeror's Experience and Qualifications

A. Describe experience in transportation planning and engineering to include all modes of travel (i.e. transit, cycling, walking, vehicular) and in technologies related to transportation system analysis, design, operation, and maintenance.

- B. Describe capability to perform all aspects of the Project Scope of Services, either directly or through qualified sub-consultants; identify all proposed sub-consultants.
- C. Describe experience in preparing display materials and conducting outreach meetings for the purpose of providing public information and building stakeholder consensus.
- D. Describe proposed Project personnel with applicable professional background and experience.
- E. Describe established QA/QC programs to ensure quality; competency in work on similar projects previously undertaken; and ability to finish projects within specified times and a stipulated project budget.
- F. Describe familiarity with and proximity to the City of Buda.

4. Offeror’s References

Offeror shall provide four (4) references where Offeror has performed similar to or the same types of services as described herein. Please provide the client contact information including phone and email, project description and date the work was performed.

Example Reference Format:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

5. Offeror’s Required Representations:

- A. Gratuities / Bribes: Offeror certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Offeror, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFQ or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- B. Financial Participation: Offeror certifies that it has not received compensation from the City to participate in preparing the specifications or RFQ on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- C. Required Licenses: Offeror certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- D. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Offeror certifies that the signer has authority to submit the Proposal on behalf of the Offeror and to bind the Offeror to any resulting contract.

6. Offeror’s Financial Responsibility Provisions

- A. Insurance: The Offeror certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - i. Worker’s Compensation and Employer’s Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

- ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20 _____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear or affirm that the above is true and correct.

Seal

Notary Signature

Appendix C

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

Date