



RFQ FY24-ENG-52

Request for Qualifications (RFQ) Construction Management At-Risk Service for the Plaza Theatre Renovations (Two-Step Selection Process)

Issue Date: 6/22/2026

Questions Deadline: 7/6/2026 12:00 PM (CT)

Response Deadline: 7/16/2026 04:00 PM (CT)

Engineering Department

Contact Information

Contact: Eliud De Los Santos, P.E.

Address: 1110 Houston St. (2nd Floor)

Laredo, TX 78040

Phone: (956) 791-7346

Email: edelossant@ci.laredo.tx.us

Event Information

Number: RFQ FY24-ENG-52
Title: Request for Qualifications (RFQ) Construction Management At-Risk Service for the Plaza Theatre Renovations (Two-Step Selection Process)
Type: Request For Qualifications
Issue Date: 6/22/2026
Question Deadline: 7/6/2026 12:00 PM (CT)
Response Deadline: 7/16/2026 04:00 PM (CT)
Notes: Respondents are strongly encouraged to submit their Request for Qualifications (RFQ) Statements electronically through the use of Cit-E-Bid or in person - hand delivery. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic or facsimile responses will not be considered. Copies of the RFQ specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: <https://www.cityoflaredo.com/bids-and-rfps.html>
<https://cityoflaredo.ionwave.net/>

Respondents are strongly encouraged to submit their Request for Qualifications electronically through the use of Cit-E-Bid and you must register as a supplier/consultant prior to submitting. If a respondent needs to hand-deliver sealed Request for Qualifications, please follow the steps below:

MANUAL REQUEST FOR QUALIFICATIONS DROP OFF-PROCEDURES

Note: Responses will be accepted by or before 4:00 P.M. (CT) Central Time on the date due.

1. Please make sure that the response is in a sealed envelope marked with the following:

- Request for Qualifications Title
- Name of Company submitting Bid
- Address of Company submitting Request for Qualifications
- Phone number of Company submitting Request for Qualifications

2. Please notify security officer that you are there to drop off an Request for Qualifications with the City Secretary's office. The front desk downstairs will notify the City Secretary's office and provide instructions to drop-off the package.

3. All persons should wait until instructions are provided by the front desk to time-stamp the envelope, make a copy of it and bring it back to you. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Bid Activities

Pre-response meeting

7/1/2026 10:00:00 AM (CT)

A pre-response conference will be held at the Engineering Department located at 1110 Houston Street (2nd floor) on Wednesday, July 1, 2026, at 10:00 A.M, followed by a site visit at the Plaza Theatre located at 1018 Hidalgo St., Laredo, Texas.

Bid Attachments

| | |
|--|--------------------------|
| Public Notice - RFQ FY24-ENG-52.pdf Public Notice | Download |
| COL Plaza Theatre Assessment Report Portable .pdf Assessment Report | Download |
| Plaza Theatre Phase 3 - GMP Narrative.pdf GMP Narrative | Download |
| Plaza Theatre Phase 3 - GMP Preliminary Drawings.pdf Preliminary Drawings | Download |
| Tab A - Bidder Information Questionnaire.pdf This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. | Download |
| Tab B - Conflict of Interest Disclosure -.pdf This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. | Download |
| Tab C - Non-Collusive Affidavit.pdf This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. | Download |
| Tab D - Discretionary Contracts Disclosure.pdf This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. | Download |
| Tab E - Certificate of Interested Parties Form 1295.pdf This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. | Download |
| Tab F - CMAR Questionnaire.pdf This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. | Download |

Requested Attachments

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|---|
| TAB A - COMPANY INFORMATION QUESTIONNAIRE <i>(Attachment required)</i> This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. |
| TAB B - Conflict of Interest Disclosure <i>(Attachment required)</i> This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. |
| Tab C - Non-Collusive Affidavit <i>(Attachment required)</i> This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. |
| Tab D - Discretionary Contracts Disclosure <i>(Attachment required)</i> This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. |
| Tab E - Certificate of Interested Parties (Form 1295) Form 1295 must be submitted to the Texas Ethics Commission within ten (10) days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. |
| Tab F - CMAR Questionnaire <i>(Attachment required)</i> This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo. |
| RFQ FY24-ENG-52 Plaza Theatre Renovations CMAR <i>(Attachment required)</i> Respondents shall upload complete response for RFQ FY24-ENG-52. |

Bid Attributes

1 INTRODUCTION AND BACKGROUND

On December 7, 2020, the City of Laredo City Council approved to award a professional services contract to Able City, LLC for the City of Laredo Plaza Theatre renovations, Phase I, including existing conditions report, visioning/chartering meetings, business/management development, community engagement, master planning, building programming, concept design/cost estimating and funding memorandum.

On August 7, 2023, the City of Laredo City Council approved of amendment No. 1, to include schematic design, design development, construction documents, bidding and negotiation, and construction phase administration to the professional services contract with Able City, LLC, Laredo, Texas, for the Plaza Theater Renovation Project Phase II.

On August 4, 2025, the City of Laredo City Council approved to award a construction contract to American Contracting & Roofing for the Roof Replacement Project as part of Phase I.

On January 20, 2026, the City of Laredo City Council approved to award a construction contract to Zertuche Construction Texas LLC for the Envelope and Facade Enhancements Project as part of Phase II.

☐ I have read and understand this section

(Required: Check if applicable)

2 REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK

City of Laredo, Texas (Owner) proposes the interior renovation of the historic theater, selective reconstruction, integration of new building systems, and construction of a new adjacent infill structure supporting theatre operations and accessibility improvements. The Owner is requesting proposal for a Construction Manager At-Risk (CMAR) for the project. the CMAR shall assume the risk for construction during and after the design of the facility in accordance with any and all applicable State and local Codes and requirements. Proposals are to be submitted in accordance with this invitation and the accompanying instructions.

☐ I have read and understand this section.

(Required: Check if applicable)

3 PROJECT SITE

The Site Location: The project site is located at 1018 Hidalgo Street, Laredo, Texas, 78040.

☐ I have read and understand this section.

(Required: Check if applicable)

4 PROJECT ARCHITECT

The City of Laredo has selected Able City, LLC as the architect for the project. Able City will be providing project management and professional design services for this project. Mr. Ricardo Soliz, AIA is the designated Project Architect for Able City.

☐ I have read and understand this section.

(Required: Check if applicable)

5 NO RELATED ENTITIES

By statute, the Architect, or any entity related to the Architect, may not serve, alone or in combination with another person as the Construction Manager at Risk. An entity is related to the Architect if the entity is a sole proprietorship, corporation, partnership, limited liability company or other entity that is a subsidiary, parent corporation or partner or any other relationship in which the Architect is subject to common ownership or control, or is party to an agreement by which it will receive any proceeds of the construction manager-at-risk's payments from the City of Laredo. BY SUBMITTING A PROPOSAL TO THIS RFQ, THE RESPONDENT WILL BE WARRANTING TO THE OWNER THAT IT IS NOT AN ENTITY RELATED TO THE ARCHITECT.

☐ I have read and understand this section.

(Required: Check if applicable)

6 PROJECT DESCRIPTION

The Plaza Theater Phase 3 project represents the continuation of a multi-phase effort to restore, preserve, and adaptively reuse one of downtown Laredo's most historically and culturally significant civic structures. The project is intended to revitalize the theater as a contemporary multipurpose performing arts and community venue while preserving the architectural character and historic fabric of the existing building.

Phase 3 primarily focuses on the interior renovation of the historic theater, selective reconstruction, integration of new building systems, and construction of a new adjacent infill structure supporting theater operations and accessibility improvements.

This phase has been designed to maintain continuity with previously completed Phase I and Phase II work while preparing the facility for long-term public use, operational flexibility, and future phased improvements.

☐ I have read and understand this section.

(Required: Check if applicable)

7 PROJECT SCOPE

Scope of work including but not limited to the following:

Preconstruction Services: The CMAR will work with the Architect and the City during the design process to ensure the feasibility and constructability of the Plaza Theatre. The CMAR will also be responsible for cost estimates during both the schematic and design development phases of the project. The CMAR will work with the Architect and City to ensure that the cost of construction of the Project is within the estimated Construction Budget through the selection of construction systems and materials, detailed CSI format cost estimating, scheduling, and other means. The CMAR will also review the project schedule, and identify critical path and long lead items. Upon the completion of the design development phase and prior to the completion of the 100% set of construction documents, the CMAR will submit a proposal of a Guaranteed Maximum Price (GMP) for the construction of the Project, which is within the City's Construction Budget.

Bidding Services: Should the City exercise its option, the CMAR will serve as General Contractor to complete all work for the bidding and construction of the project. The CMAR will be responsible for coordination of all bids, advertisement and solicitation, bid procurement, selection of sub-consultants or trade contractors as outlined in Texas Government Code Chapter 2269. CMAR will also be responsible for issuance of pre-purchase orders for long lead items, if required.

Construction Services: Should the City exercise its option, the CMAR will serve as General Contractor to complete all work for the construction of the Project. The scope of Construction services will be determined based on the final Drawings and Specifications but may include, but not be limited to, one or more of the following areas of work:

- selective demolition of existing interior construction and finishes,
- preservation and restoration of historic murals and ornamental plaster,
- interior reconstruction and renovation of theater spaces,
- conversion of the existing sloped theater floor to a flat floor configuration,
- removal and replacement of existing mechanical, electrical, and plumbing systems,
- restoration and reuse of select historic fixtures and architectural elements where indicated,
- construction of a new adjacent infill structure containing vertical circulation, restroom facilities, and associated support spaces,
- new structural work associated with renovation and infill construction,
- interior build-out, finishes ceilings, doors, hardware, and millwork as indicated in the drawings,
- limited work in deferred areas designated for future operation build-out, and
- any other requirements set out in the Contract Documents.

The work does not include the materials testing services necessary for City's acceptance of the Project, which will be performed under a separate contract with an independent provider engaged directly by the City.

☐ I have read and understand this section
(Required: Check if applicable)

8 PROJECT SCHEDULE

The selected CMAR will be expected to provide assistance to OWNER and the Engineer/Architect with the selection of building systems, cost estimating and scheduling during the development of the construction documents and to build the project thereafter as the Construction Manager at Risk.

☐ I have read and understand this section.
(Required: Check if applicable)

9 ESTIMATED PROJECT BUDGET

The budgeted cost of construction for this project is \$8,400,000.00 (eight million four hundred thousand dollars - USD).

☐ I have read and understand this section.

(Required: Check if applicable)

10 PRE-SUBMISSION CONFERENCE

A pre-response conference will be held at the Engineering Department located at 1110 Houston Street (2nd Floor) on Wednesday, July 1, 2026 at 10:00 AM, followed by a site visit at the Plaza Theatre located on 1018 Hidalgo St., Laredo, Texas. Interested parties are encouraged to attend, meet the design team staff and view the site.

☐ I have read and understand this section.

(Required: Check if applicable)

11 RFQ SUBMISSION DOCUMENTS

Request for Qualifications Documents may be obtained by visiting the online addresses below and registering as a vendor through the Cit-E-Bid site. Should anyone require assistance with online registration please contact the City of Laredo Purchasing Division at (956) 790-1800.

<https://cityoflaredo.ionwave.net/Login.aspx>

<https://www.cityoflaredo.com/government/bids-rfp-s>

☐ I have read and understand this section.

(Required: Check if applicable)

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PROCEDURES FOR SUBMITTING QUALIFICATIONS

General Contractors are strongly encouraged to submit their Statements of Qualifications (SOQs) electronically through the use of Cit-E-Bid and must register as a supplier/consultant prior to submitting. Electronic submittals must be in Adobe Portable Document Format (PDF) and shall include the complete Statement of Qualifications. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered.

If consultant needs to hand-deliver sealed RFQ, please follow the steps below:

MANUAL SOQ DROP OFF-PROCEDURES

Note: Manual Statements of Qualifications will be accepted up to 4:00 P.M. of the date due.

1. Please make sure that the SOQ is in a sealed envelope marked with the following:
 - RFQ Title
 - Name of Company submitting RFQ
 - Address of Company submitting RFQ
 - Phone number of Company submitting RFQ
2. Upon arrival, please inform the front desk that you are submitting a Statement of Qualifications (SOQ) to the City Secretary's Office. Front desk personnel will notify the Department and provide instructions for package delivery.
3. All submitters must remain in the lobby area until access to the 3rd floor is authorized. Department staff will time-stamp the submission, make a copy of the envelope, and return it to the submitter. It is strongly recommended that submitters wait to receive a copy of the time-stamped envelope for their records.

Electronically Delivered:

<https://cityoflaredo.ionwave.net/>

Hand Delivered:

City of Laredo-City Secretary
City of Laredo Cit-E-Bid City Secretary's Office
1110 Houston St. (3rd Floor)
Laredo, TX 78040

Submission of Qualifications must be received no later than 4:00 P.M. on July 16, 2026

Submit one (1) original and four (4) copies of the qualifications. The qualifications are to be bound and sealed. Qualifications must be clearly identified as:

Request for Qualifications: RFQ FY24-ENG-52 Plaza Theatre Renovations

For questions regarding registration on Cit-E-Bid and/or submitting a Statement of Qualifications through Cit-E-Bid, please email Purchasing Division at PurchasingDL@ci.laredo.tx.us or call (956) 790-1800.

☐ I have read and understand this section
(Required: Check if applicable)

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INSTRUCTIONS TO THE RESPONDENTS

The RFQ/Submission Documents shall include these Instructions to the Respondents, the Statement of Qualification, and any other supporting documentation. Each Respondent shall carefully study the RFQ Documents, examine the site, and local conditions, and shall at once report to the Engineer/Architect any errors, inconsistencies or ambiguities discovered. By submitting an SOQ, the Respondent represents that they have prior experience on construction projects of the same or similar type, and nature as the Work; that the Respondent has read and understands the "RFQ Documents" and that the proposal is made in accordance with the RFQ Documents; and that the Respondent has visited the site, has become familiar with the local conditions under which the Work is to be performed, and has correlated the Respondent's site observations with the requirements of the Proposal Documents.

Respondents may request clarification or interpretation of "RFQ Documents". Any such request must be submitted using OWNERS Cit-E-Bid system and by following the Question and Answer scheduled deadlines. Interpretations, corrections and/or changes of or to the "Proposal Documents" will be made by written Addendum posted on Cit-E-Bid by OWNER. Any interpretations, corrections or changes of or to the "RFQ/Proposal Documents", made in any other manner will not be binding upon the City of Laredo, Texas (Owner), and Respondents may not rely thereon.

Each Respondents, before submitting Proposals shall fully examine and acquaint themselves with the attached supporting documents and existing site conditions. They shall make such investigation, as they may deem necessary to fully inform themselves of the existing conditions, facilities, difficulties, restrictions, and requirements incident to completion of the Project under terms of the Contract.

Failure of the Respondents to acquaint themselves adequately with the existing sites and such conditions, facilities, difficulties, restrictions and requirements will not relieve them of their obligation to perform the entire Contract at the price set forth in their Proposal.

ADDENDA: Addenda shall be posted on OWNERS Cit-E-Bid system. Failure of a Respondents to receive any such Addenda shall not relieve the Respondents from any obligation under its proposal as submitted. All Addenda so issued shall become a part of the RFQ Documents. In order to submit an RFQ, Respondents must register on City of Laredo's Cit-E-Bid system. By registering, Respondents will automatically receive notification of all addenda, if any. Respondents is responsible for checking periodically on City's Cit-E-Bid system for any Addendum. Respondents should not only rely on automatic notifications sent by Cit-E-Bid software.

RFQ SUBMISSION: Each copy of the Statement of Qualifications shall include the legal name of the Respondents and shall indicate whether the Respondents is a sole proprietor, partnership, corporation or other legal entity. Each copy of the submission shall be signed by the person or persons legally authorized to bind the Respondents. A submission by a corporation shall name the state of incorporation of the Respondents and shall include evidence of the authority of the person signing the submission to bind the corporation.

CONFIDENTIALITY: The Respondents may designate any portion of its Proposal, which contains trade secrets, or other proprietary data, which must remain confidential. If a Respondents includes data that is not to be disclosed to the public for any purpose or used by the Owner except for evaluation purposes, the Respondent shall:

- a. Mark the title page of the Proposal with the following legend: "This proposal includes data that shall not be disclosed outside the Owner and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal."
- b. Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal." Respondent should note that despite such restrictions, the disclosure of such restricted information may be required under applicable laws, including, without limitations, applicable freedom of information laws.
- c. Financial statements will be considered confidential but need to be marked accordingly.

All submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since

information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).

Respondent shall execute and deliver with its Statement of Qualifications, of each of the following:

- a. Contractor's Qualification Statement (AIA Form A305 - 1986): Executed counterpart of the Contractor's Qualification Statement, to be attached to the Proposal Form.
- b. Financial Statements: Current financial statements of the Respondents, as of the most recent calendar (or Fiscal) year ended and current monthly income and expense statements for the fiscal year to date, certified by the Respondents to be true and correct, to be attached to the Proposal Form.
- c. Certificate of Insurance: A specimen form of insurance certificate attached to the Proposal Form.
- d. Questionnaire: A questionnaire in the form attached to Proposal Form.
- e. General Conditions Breakdown: A summary of the General Contractor's anticipated operations cost for the duration of the project attached to Proposal Form. (NOT REQUIRED FOR STEP ONE (RFQ) OF TWO STEP PROCESS. CITY OF LAREDO WILL NOT ACCEPT ANY FEES OR ANY PROJECTED COSTS FOR GENERAL CONDITIONS, PRE-CONSTRUCTION OR CONSTRUCTION OF PROJECT DURING THE RFQ PROCESS).

☐ I have read and understand this section.
(Required: Check if applicable)

1 RFQ EVALUATION (Criteria Evaluation Factors)

4 Qualifications being sought:

- The CMAR's successful and cost-effective experience and expertise with renovations of similar size, scope, quality and budget.
- The CMAR's past performance and demonstrated capability on similar projects with this or other local municipality and on construction of publicly funded projects.
- The CMAR's capability to provide the resources, including financial, equipment and staffing, necessary to meet project requirement.
- The CMAR's proposed project personnel as shown in a project organizational chart and including their qualifications and renovation experience as evidenced by their resumes.
- The CMAR's recent experience with project cost estimates, as well as project budget and schedule adherence.
- The CMAR's safety record supported by accurate and verifiable data.
- The CMAR's reference letters indicating the quality of previous work on similar renovation projects and satisfaction from past customers.

1. RELEVANT EXPERIENCE AND REPUTATION - (30 Points)

1. Minimum of 7 years' experience as a contractor with preferred experience in renovations or construction projects of similar type, size, nature and class as the proposed project.
2. A minimum of five (5) representative projects (dollar value) constructed as general contractor or

under construction manager-at-risk contracts. Renovation projects and construction manager- at-risk projects will receive greater consideration.

3. The general reputation of the Respondent and the quality of the Respondent's services, including, without limitation (1) the Respondent's reliability, capability, ability, character, experience, reputation, integrity, skill, energy, stability and judgment; (2) the Respondent's record of timely completion of work, compliance with laws, and warranty service; (3) the Respondent's personnel and facilities for carrying out the work; (4) the Respondent's financial strength; (5) the Respondent's safety record; and (6) the probability of satisfactory future maintenance, repair, and service to be performed by the Respondent.

2. PROJECT MANAGEMENT ABILITY – 30 Points

1. The Respondent shall provide evidence of sufficient resources necessary to manage staff and successfully perform the work contemplated under this proposal.
2. The Respondent's methods, tools and procedures used to schedule the work contemplated under this proposal. Time of completion is extremely important to the Owner and will be a factor in the consideration of the award of the contract.
3. The Respondent's ability to obtain the required bonding, insurance, general liability, and the ability to cover operating expenses.
4. the Respondent shall be capable of furnishing payment and performance bonds, each in the amount of 100% of the contract sum. The surety company providing the bonds must be approved for the amount of bonds by applicable laws of the State of Texas and by the Owner and must be licensed to do business in the State of Texas.

3. SUBCONTRACTOR AND SUPPLIER SUPPORT CAPABILITY - 20 Points

1. The Respondent shall have the capabilities to effectively utilize subcontractors and suppliers. The Respondent shall provide a summary of its plan of action to include local and minority participation in the subcontractor selection process. The Respondent's System of solicitation, selection, award and management of subcontractors will be evaluated.

4. PAST PERFORMANCE WITH OWNER - 20 Points

Any past or ongoing projects with other government entities will be considered in the evaluation process, including but not limited to, the following:

1. Ability of contractor to remain on schedule.
2. Cooperation with Owner and Owner's Architects / Engineers.
3. Proper and timely coordination of all trades and support personnel in completing the project
4. Minimum number of major deficiencies on the substantial completion punch lists.
5. Minimum number of warranty item call backs during the warranty phase.
6. Consistent demonstration of commitment to excellence in workmanship.
7. Safety record.

Total Possible Points: 100

Important Consideration

The City reserves the right, at its sole discretion, to reject any or all submittals when it is determined to be in the public interest to do so. The City reserves the right to negotiate scope and cost with the highest respondent. This Submission of Qualifications does not obligate the City to pay any costs incurred by any

respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this Request for Qualifications. Firms submitting interest statements should be ready to negotiate a contract within thirty (30) days after notifications of recommendation for award.

☐ I have read and understand this section
(Required: Check if applicable)

15 RFQ PROCESS

During the RFQ process, firms may be required to attend interviews, give presentations as requested to the evaluation committee. The evaluation committee may conduct the following tasks but is not an all-inclusive list of tasks that may be conducted by the committee:

- Review all RFQs received for compliance with RFQ terms and conditions.
- Prepare a comparative summary of Qualifications.
- Prepare a preliminary ranking of RFQs using a quantitative method based on the criteria presented in the RFQ document and other criteria as directed by Committee.
- Conduct reference checks.
- Request clarification from firms.
- Attend and participate in interviews with firms who submitted RFQ packages by the deadline.
- Prepare a final ranking of RFQ proposals.

☐ I have read and understand this section
(Required: Check if applicable)

SOLICITATION SELECTION PROCESS

The evaluation of interests, qualifications, or submittals and the ranking/selection of a consultant shall be performed by **subject matter experts**, City staff selection team assigned by the City Manager or designated appointee.

Note: Solicitation shall prohibit respondents from contacting any member of the selection team about the procurement. These City of Laredo Employees will not respond to questions about this procurement once the process has started.

Do not contact any member of the selection team about this procurement.

The City selection team may utilize the following **two-step process** below for selection of a design consultant:

Step 1 – Statement of Qualifications (or Submittals)

- The respondents statement of qualifications (SOQs) will be ranked on the criteria evaluation factors established in the RFQ.
- Based on the evaluation process, the selection committee **may** qualify a maximum of three (3) Respondents to participate in Step 2 of the solicitation;

Step 2 – Presentation/Interview

- The interviews will be limited to **30 minutes in total**
- Respondents shall prepare a presentation of 15 minutes briefly based on the RFQ & Criteria Evaluation Factors. In addition, a fifteen (15) minute Question & Answer (Q&A) time.
- Following the presentation, the selection committee will lead a question and answer session designed to determine the most qualified respondent.
- The selection committee will rank the presentations to determine the most qualified respondent for the project.
- Scoring for presentation combined with Q & A to be determined by interview committee.

The City selection team committee will evaluate all statements of qualifications (SOQ's) based on the Criteria Evaluation Factors (Total 100 Points) mentioned previously above.

☐ I have read and understand this section

(Required: Check if applicable)

RFQ SELECTION CRITERIA

Award of the contract resulting from this Request for Qualification/Submission shall be under the selection process described herein. A scoring committee will evaluate the SOQ submitted in response to this solicitation. The four (4) divisions of selection criteria ("Divisions") are as follows:

- (A) Relevant Experience and Reputation
- (B) Project Management Ability
- (C) Subcontractor and Supplier Support Capability
- (D) Past Performance

Each of the Division has been assigned an appropriate weight by the Owner as set forth below. Following

an analysis and evaluation of the proposals, ranking of the Respondents will be made based upon the selection criteria. Subjective judgment on the part of the Owner is implicit in the criteria selection process.

Any proposal may be considered unacceptable if the committee determines it fails to provide adequate information in technical and price proposals as specified in this Instruction to Respondent(s).

Step 1 – Qualifications

- The respondent's statement of qualifications (SOQs) will be ranked based on the RFQ Evaluation shown above
- Based on the evaluation process, the selection committee may qualify a maximum of three (3) prime CMARs to participate in Step 2 of the solicitation;

The evaluation of interests, qualifications, or submittals and the ranking/selection shall be performed by subject matter experts, City staff selection team assigned by the City Manager or designated appointee.

Step 2 –Request for Proposals (RFP)

The short-listed firms shall be sent a Request for Proposal (“RFP”) that will invite the firms to submit pricing proposals containing their proposed detailed compensation and fee percentage to provide the services identified in the RFQ, including but not limited to proposed pricing/ fees for fulfilling the general conditions.

Note: Solicitation shall prohibit respondents from contacting any member of the selection team about the procurement. These City of Laredo Employees will not respond to questions about this procurement once the process has started.

Do not contact any member of the selection team about this procurement.

The City reserves the right, at its sole discretion, to reject any or all submittals when it is determined to be in the public interest to do so. This Request for Qualifications does not obligate the City to pay or reimburse for any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this request for proposals. Firms submitting interest statements should be ready to negotiate a contract within thirty (30) days after notifications of recommendation for award.

☐ I have read and understand this section.

(Required: Check if applicable)

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8 **TENTATIVE SCHEDULE FOR SELECTION PROCESS AND AWARD**

| | |
|---------------------------------|---------------|
| 1st Advertisement | June 21, 2026 |
| 2nd Advertisement | June 28, 2026 |
| Pre-submittal Conference | July 1, 2026 |
| Questions Deadline: | July 6, 2026 |
| RFQ Due Date: | July 16, 2026 |
| Anticipated City Council Award: | TBD |

Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.

☐ I have read and understand this section
(Required: Check if applicable)

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9 **LATE SUBMITTALS OR MODIFICATIONS**

SOQ's and modifications received after the time set for the proposal receiving deadline will **not** be considered. Late submittals shall be returned to the Respondent or vendor unopened.

☐ I have read and understand this section
(Required: Check if applicable)

2
0 **WITHDRAWAL OF STATEMENT OF QUALIFICATIONS**

Responses may not be withdrawn after they have been opened unless approved by the City Council.

☐ I have read and understand this section
(Required: Check if applicable)

2
1 **ACCEPTANCE AND/OR REJECTION OF RFQ PROPOSALS**

The Owner may request from the Respondent a written interpretation of any term or statement in the proposal that is or appears unclear or subject to more than one interpretation and may act upon such written interpretation. Conditional proposals will not be accepted. The Owner shall have the right to reject any and all proposals, not accompanied by the required security, to reject a proposal that is in any way incomplete, irregular or nonconforming, or to reject a proposal that may otherwise be legally rejected for any reason. To the extent allowed by law, the Owner may waive any formality in any proposal.

Unless the Owner rejects all proposals, the Owner intends to award the Contract to the Respondent that offers the best value to the Owner based on the listed selection criteria. If the Owner is unable to reach a contract agreement with the selected Respondent, the Owner shall terminate further discussions and proceed to the next Respondent in the order of the selection ranking until a contract agreement is reached or all proposals are rejected. Time is of the essence, and the award of the contract to the successful Respondent is expressly conditioned upon (i) the Respondent's execution and delivery of the contract, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful Respondent is notified of the acceptance of its proposal, and (ii) the Respondent's timely fulfillment of any and all other preconditions expressly set forth in the Proposal Documents. Should the Respondent fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the security as damages for such failure, rescind the award and thereafter negotiate with and award the contract to the next ranked Respondent, or may reject all proposals.

☐ I have read and understand this section.
(Required: Check if applicable)

CLARIFICATIONS OR OBJECTION TO STATEMENT OF QUALIFICATIONS (SOQs/Submittal)

If any Respondent contemplating submitting an SOQ for this contract is in doubt as to the true meaning of the specifications, or other SOQ documents or any part thereof, a request for information shall be made in writing through Question & Response section on Cit-E-Bid system no later than the Question Deadline date. Any Respondent submitting questions shall make reference to a specific RFQ number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the Respondent's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the SOQ during the RFQ process. Respondent or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document.

PROTEST

The following sequence of activities must take place in filing a protest:

(a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(b) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision.

(c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

(d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract.

Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended).**

The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

The City will require several forms to be submitted as part of their solicitations; these required forms are listed on section **31.0 Checklist (required forms)**.

☐ I have read and understand this section

(Required: Check if applicable)

2
3 **DISQUALIFICATION AND DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

☐ I have read and understand this section

(Required: Check if applicable)

2
4 **CONTRACT REQUIREMENTS**

(a) CODE OF ETHICS - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training.

(b) PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD - A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached-Tab A) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached-Tab B) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(e) NON-COLLUSIVE AFFIDAVIT (Form Attached-Tab C) - The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said response, proposal or bid are true.

(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached-Tab D)

This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached-Tab E)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/filinginfo/1295/>. 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. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo

of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☐ I have read and understand this section

(Required: Check if applicable)

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5

TERM OF AGREEMENT

The term of the contract shall be negotiated with the selected (CMAR)/Contractor.

☐ I have read and understand this section

(Required: Check if applicable)

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6

METHOD OF MONITORING CMAR WORK

The Engineering Department will review the contract for form and content and verify that the scope is consistent with that submitted with the approved submission and the costs proposed are fair and reasonable.

The City is responsible for the following:

- 1) Monitoring of the contract which includes scheduling and attending progress meetings, verifying work is complete, accurate and consistent with the contract, and reviewing costs billed for consistency with cost proposal and acceptability and progress of work.
- 2) Paying invoices, then requesting reimbursement from the Engineering Department.
- 3) Processing contract amendments, if necessary, for additional time, changes in scope and additional cost (all contract amendments will be submitted to the Engineering Department for review.
- 4) Preparing performance evaluations addressing timely completion of work, conformance with contract cost, and quality of work. These evaluations will be submitted to the consultant or construction contractor and their comments will be attached to the final report.
- 5) Determining the extent of responsibility for errors and omissions.
- 6) Settlement of all contractual or administrative issues. All settlements shall be submitted to the Engineering Department for approval before funds can participate in any additional costs.
- 7) Maintaining records: retain for four (4) years after final payment on the contract, until any audit issue or litigation is resolved. The following items are to be retained: original contract with all attachments, original of all contract amendments, contract correspondence, payment request or invoices including DBE sub-consultant reports and performance evaluations.

Footnote: The Consultant's work performance/services form will be completed by the City for future evaluation/use. Contract closeout may include City Council Presentation.

☐ I have read and understand this section

(Required: Check if applicable)

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7

COMPENSATION AND PAYMENT

Compensation and Payment: The Engineer, Architect or Contractor shall be paid pro-rata based on the percentage, or by task of work completed. For payment, the Engineer or Architect may be required to provide evidence of actual hours worked, traveled overhead rates or other evidence of cost.

☐ I have read and understand this section

(Required: Check if applicable)

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8

PAYMENTS & INVOICING

All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to jjolly@ci.laredo.tx.us. For more information, please contact **Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328**.

☐ I have read and understand this section

(Required: Check if applicable)

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9

RETAINAGE

To insure the proper performance of the Contract, the Owner shall retain five (5) percent of the amount of each estimate until final completion and acceptance of all work once a contract is awarded.

☐ I have read and understand this section.

(Required: Check if applicable)

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0

SPECIAL ACCOMODATIONS

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Please e-mail: Lorena Lopez-Mata at llopez@ci.laredo.tx.us using the standard subject line: **Special Accommodations, RFQ FY24-ENG-52**

To request special accommodations pursuant to the Language Assistance Plan (LAP), for those with limited English proficiency who need the RFQ or other information translated into another language please notify the contact shown below.

Please e-mail: Lorena Lopez-Mata at llopez@ci.laredo.tx.us using the standard subject line: **Language Assistance Request, RFQ FY24-ENG-52**

☐ I have read and understand this section

(Required: Check if applicable)

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1

REQUIRED FORMS AND CONTENTS OF RFQ SUBMISSION

For an RFQ to be considered it must contain the following information:

CHECKLIST

39.0 Tab A - Company Information Questionnaire

40.0 Tab B - Conflict of Interest Disclosure

41.0 Tab C - Non-Collusive Affidavit

42.0 Tab D - Discretionary Contracts Disclosure

43.0 Tab E - Certificate of Interested Parties (Form 1295)

RFQ FY24-ENG-52 Response

CMAR Questionnaire

☐ I have read and understand this section

(Required: Check if applicable)

3
2

ADDENDUMS

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

Addendum notifications will be sent to the email address associated with each submission.

It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.

Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☐ I have read and understand this section.

(Required: Check if applicable)

3 SUBMISSION DISCLAIMER

When submitting hand-delivered bids, proposals, or statements of qualifications, please be advised that the City of Laredo is not responsible for any errors or issues that may arise during the manual submission process, including but not limited to mis delivery, delays, or incomplete uploads to the City's Cit-E-Bid procurement platform. To ensure accuracy and timely receipt, respondents are strongly encouraged to submit all responses electronically through the Cit-E-Bid system.

☐ I have read and understand this section.

(Required: Check if applicable)

3 REJECTION OF STATEMENT OF QUALIFICATIONS

The City may reject a Statement of Qualifications (SOQ) if:

(a) Respondent misstates or conceals any material fact in the SOQ. (b) SOQ does not strictly conform to the law or the requirements of the SOQ. (c) Respondent is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a respondent is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No SOQ submitted herein shall be considered unless the Respondent warrants that, upon execution of a contract with the City of Laredo, Respondent will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The Respondent will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all SOQs or any part of an SOQ whenever it is deemed necessary.

☐ I have read and understand this section

(Required: Check if applicable)

3 GENERAL TERMS AND CONDITIONS FOR STATEMENT OF QUALIFICATIONS

Interested Firms (Respondents/Vendors) are required to submit a Statement of Qualifications (SOQs-submittals) upon the following expressed conditions:

(a) Respondents shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents of the City of Laredo shall not be cause to alter the original contract or for a Respondent to request additional compensation. (b) Respondents shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the respondent. (c) Respondents shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the respondent's responsibility to obtain any additional information it deems necessary to submit in its SOQ, as well as in the performance of the contract. (d) Respondents are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. (e) The City of Laredo reserves the right to reject any SOQs (submittals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an SOQ, amendments or other relevant documents associated with the RFQ.

☐ I agree to the General Terms and Conditions

(Required: Check if applicable)

3
6**AWARD OF CONTRACT**

The selection and award shall be based on the basis of demonstrated competence and qualifications to perform the services; and for a fair and reasonable price. The firm(s) selected will be the firm(s) which, is the best qualified. The professional fees under the contract may not exceed any maximum established by law. The firm(s)/vendor(s) shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications. Local participation is encouraged and the City of Laredo reserves the right to reject any or all proposals received, award the project in phases, award one or more contracts based on specific tasks, to award a contract to the principal company submitting their statement of qualifications, or to a secondary firm named therein, and to award contract only upon availability of funding.

☐ I have read and understand this section

(Required: Check if applicable)

3
7**ADDITIONAL DISCUSSIONS**

When determining the need for additional discussions following solicitation submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following solicitation submission and evaluation.

☐ I have read and understand this section

(Required: Check if applicable)

3
8**INDEPENDENT AGENCY ESTIMATE**

The City of Laredo may prepare an independent agency estimate for use in negotiation with the selected consultant; based upon similar or comparable projects. The City's independent estimate shall be prepared prior to negotiations and/or award of selected consultant.

☐ I have read and understand this section

(Required: Check if applicable)

3
9**PROVIDER CERTIFICATION STATEMENT**

See the Statement of Qualifications (SOQ) Cover Page for certification information. The provider must certify that they meet the following requirements:

- The firm is registered or licensed with the Texas Board of Professional Engineers or Texas Board of Architectural Examiners (as applicable). If proposing as a joint venture, the requirement applies to each joint venture member.
- The provider firm certifies that it is registered with the Texas Secretary of State office to do business in the State of Texas with the legal firm name as indicated on this form. If proposing as a joint venture, the requirement applies to each joint venture member.
- Individuals on the project team must be currently employed by either the prime provider or a sub-provider firm that has been identified on the team.
- A Professional Engineer or Registered Architect (as applicable) licensed in Texas will sign and seal the work to be performed on the contract.
- The provider shall perform at least 80 percent of the contracted work with its own workforce.
- Individuals on the team are not prohibited from entering into a contract with the City of Laredo as a result of financial interest as defined under **Texas Government Code Sec, 2261.252(b)**. (Reference the **Conflict of Interest** section of this RFQ for additional information.)

☐ I have read and understand this section

(Required: Check if applicable)

40 DETERMINATION OF CONTRACT TYPE, PAYMENT METHOD, AND ASSURANCES AND CERTIFICATIONS

Based on solicitation scope, the City Engineer along with the selection team shall make the determination of the contract type, payment method, and assurances and certifications required for the contract; these provisions, assurances, and certifications shall all be in accordance with 23 CFR 172.9. The City of Laredo will allow a joint venture on this project.

Compensation and Payment: The Engineer, Architect or Contractor shall be paid pro-rata based on the percentage, or by task of work completed. For payment, the Engineer or Architect is not required to provide evidence of actual hours worked, traveled overhead rates or other evidence of cost.

Fixed-Price Contract: A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

The City will establish elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the federal cost principles in accordance with **23 CFR § 172.11**. These shall take into account (project scope) elements to include: Scope of Services, project location, required TXDOT Standard Work Categories, Pre-Certification Requirements, etc.

Closing-out of a contract will occur upon completion of contract services (including punch list items), approval of final inspection(s) and final acceptance of project.

☐ I have read and understand this section

(Required: Check if applicable)

41 PROJECT MANAGER REQUIREMENT

The prime provider's project manager, as proposed in the SOQ, may be required to be a registered Professional Engineer or Registered Architect, (as applicable) licensed in Texas by the SOQ deadline specified in this Solicitation. The project manager must be an employee of the prime provider.

☐ I have read and understand this section

(Required: Check if applicable)

42 PROJECT MANAGER COMMITMENT

The City of Laredo expects the prime provider to commit its project manager, as proposed in the SOQ, to the duration of the contract. The City of Laredo further expects the project manager's commitment to the contract to include commitment as the project manager to each work authorization without further delegation or substitution over the course of the contract.

In selecting a provider, the City of Laredo evaluates the project manager's qualifications and skills against the specific requirements and unique demands of the contract. The project manager's commitment to the duration of the contract, therefore, is of key importance to the City of Laredo. Project manager replacement on an active contract, while not strictly prohibited, will require the City of Laredo's prior consent. Any such replacements will be subject to the terms of the agreement.

☐ I have read and understand this section

(Required: Check if applicable)

43 PROJECT MANAGER OR TASK LEADER REPLACEMENT DURING SELECTION

Prior to a shortlist notification, the prime provider's project manager may be replaced only by another prime provider staff person proposed in the SOQ, as approved in writing by the consultant selection team (CST).

Prior to short list notification, a task leader may be replaced by another pre-certified person proposed in the SOQ from the team, as approved in writing by the CST.

☐ I have read and understand this section

(Required: Check if applicable)

4
4 **JOINT VENTURE REQUIREMENTS**

The City of Laredo allows joint ventures. Submittal of a joint venture proposal is at the discretion of the providers. A joint venture is considered the prime providers. All joint venture parties must be clearly identified.

A project manager must be identified on the Project Team Composition (PTC) form to represent the joint venture. The project manager must be an employee of one of the joint venture firms (the prime provider).

All joint venture parties will be required to sign the contract and take equal 100% responsibility for the contract. Refer to Prime Provider Certification Statements section for additional requirements.

☐ I have read and understand this section

(Required: Check if applicable)

4
5 **DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE**

All submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).

☐ I have read and understand this section

(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature