

CITY OF NACOGDOCHES REQUEST FOR QUALIFICATIONS PARKS MASTER PLAN

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CITY OF NACOGDOCHES REQUEST FOR QUALIFICATIONS PARKS MASTER PLAN

1. INTRODUCTION

The City of Nacogdoches, Texas (City) is issuing this RFQ (Request for Qualifications) to qualified professional consulting firms interested in developing a Parks Master Plan. The City owns and operates an existing park and trail system. The firm selected by the City will be responsible for performing the tasks necessary to prepare a complete Parks Master Plan for the City.

The City of Nacogdoches expressly reserves the right to accept or reject any and all submittals; and is under no legal requirement to execute a resulting contract on the basis of this advertisement and intends the material provided only as a means of identifying the various contractor alternatives. The City of Nacogdoches will base its choice on demonstrated competence, qualifications and evidence of superior conformance with criteria.

This RFQ does not commit the City of Nacogdoches to pay any costs prior to the execution of a contract. Issuance of this material in no way obligates the City of Nacogdoches to award a contract or to pay any costs incurred in the preparation of a response. The City of Nacogdoches specifically reserves the right to vary all provisions set forth at any time prior to execution of a contract where it deems it to be in the best interest in the City of Nacogdoches.

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all service providers who received the RFQ prior to the response date.

2. SCOPE OF WORK

The City is desirous of a comprehensive update to its existing Parks Master Plan. The City expects this process to include involvement and input from City staff members, City Council, Planning and Zoning Commission, Parks Board members, residents, TPWD personnel and others. At a minimum, it should be anticipated that the planning effort will include the following:

- i Public education and outreach
- i Public involvement and participation
- i Review of the City's existing Parks Master Plan
- i Developing a new Parks Master Plan
- i Public meetings to obtain feedback and to present work products
- i Meetings with City Council and city staff members to discuss the Master Plan, obtain feedback, and present work products
- i Inventorying existing facilities and trails

The selected firm shall be responsible for, but not limited to the following tasks and deliverables:

1. Community profile and needs assessment
2. Parks, facilities, and trails analysis
3. Parks Master Plan
4. Trails Master Plan
5. Sports Facilities Master Plan
6. Financial plan

Notes:

1. Tasks are subject to change depending on the area being studied and the defined goals in the specific area.

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2. Items 3 through 5 may be combined into one or more plans, provided the completed project adequately covers all three subject areas.

3. SCHEDULE

Each prospective applicant firm must be able to demonstrate the commitment of resources to this project to maximize time utilization.

RFQ Issued by the City	May 22, 2016
Submittal date for qualifications	June 17, 2016
Committee review	June 21, 2016
Notice of selection	June 24, 2016
Contract negotiations	June 27 – July 8, 2016
Award of contract by City Council	July 19, 2016

Work on this project is anticipated to begin immediately after award of the contract.

4. RECEIPT DEADLINE

To be considered responsive, five (5) copies and one PDF version on CD or USB drive of the submitted responses must be received by the City. Responses are to be submitted in a sealed manner bearing the name and address of the firm, and should be clearly marked:

Response for Parks Master Plan RFQ
DO NOT OPEN UNTIL JUNE 17, 2016 AT 3:00 PM

Responses are to be submitted no later than Friday, June 17, 2016 at 3:00 pm, at the City of Nacogdoches Recreation Center, located at:

1112 North Street
Nacogdoches, Texas 75961
Attention: Jessica Ward
936-559-2960

Responses received after the designated closing time will not be considered. Responses will be opened at the City of Nacogdoches Recreation Center on June 17, 2016 at 3:00 pm.

5. DESIGNATED CONTACT

The designated contact person for this RFQ shall be:

Brian W. Bray
Director of Community Services
1112 North Street, Nacogdoches, TX 75961
Ph: 936-559-2960
Email: brayb@ci.nacogdoches.tx.us

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6. QUALIFICATIONS/EXPERIENCE DEMONSTRATION

The selected firm must possess the ability, experience, and reputation for quality service necessary to produce high-quality and functional recommendations. To ensure the consulting firm is capable of providing an acceptable level of service to the City of Nacogdoches, the following minimum qualifications must be met:

- i Firm must be authorized to offer their services in Texas.
- i Firm must have experience in dealing with municipal governments, and have the ability to research, coordinate and prepare functional reports for the City of Nacogdoches.
- i Firm must carry adequate professional liability insurance and errors and omissions insurance.
- i The respondent firm must have successfully completed a minimum of three (3) municipal, county, or state projects related to this request for qualifications in the last five (5) years with references on each project listed to include the name of the current project manager and relevant information. Projects should have been completed on time and within budget. Any additional information you would like to provide about these projects would be advantageous.
- i The firm and personnel must demonstrate experience in the development of park and trail master plans that have been approved by the TPWD.

7. EVALUATION CRITERIA

The evaluation criteria to be used in selecting and ranking firms must be addressed in writing and includes:

Basic Qualifications (10 points)

Provide a brief profile relative to the firm size, history, personnel and areas of expertise. References to applicable awards, associations, etc. may also be included.

Ability to Perform (15 points)

Provide an overview of the firm's specific experience on similar projects and provide a project schedule of all described activities.

Technical Capabilities (15 points)

Provide a narrative description of the firm's resources and ability to deliver services required for the project. Provide resumes of all key personnel to be used, including project experience, specific areas of expertise, relevant educational backgrounds and certifications. Specify who will be the team leader and primary contact person. Identify associates who will be involved and their roles.

Performance History/References (25 points)

List clients over the last five (5) years with similar projects. References should include:

- i Name of agency/firm, contact person, phone number and email address
- i Year the planning service was provided
- i Type of project and scope of services provided
- i Proposed and final budget

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Project Approach & Scope of Services to be Provided (25 points)

Provide a narrative that conveys an understanding of the project goals and objectives, and how the firm will meet them. The description should demonstrate the firm's capabilities, innovative approaches and/or special methodologies to accomplish the project. Describe and provide a systematic and methodical description of the scope of work and how it will be accomplished. Provide a breakdown of time and staff by work activity. Identify key personnel to be used and their areas of responsibility.

Geographic Proximity (5 points)

Consideration will be given to where the consulting firm's main office is located and how that may, or may not, affect the timely delivery of services.

Timeline (10 points)

A proposed schedule for completing the work, including intermediate project stages leading to a final project and in sufficient detail to allow an assessment of the firm's ability to provide the resources necessary to meet the schedule.

8. SELECTION

A selection committee will select the firm best qualified relative to the evaluation criteria listed herein. Those firms selected may be invited to make presentations to the selection committee.

Negotiations will be initiated with the firm to define a detailed scope of work and services. The city will obtain a cost estimate and will request the consulting firm to submit a fixed fee proposal and cost breakdown for evaluation and negotiation. If a mutually satisfactory agreement cannot be reached with the first ranked firm, negotiations will be terminated with that firm. When such an agreement is reached, a recommendation will be made to the City of Nacogdoches Community Services Director to present the contract to the City Council for execution, subject to the availability of funding. The City of Nacogdoches reserves the right to reject any response at its sole discretion.

9. RFQ SUBMITTAL CONTENTS

The response shall contain the following information:

- i Letter of interest
Outline the firm's desire to participate in the project and summarize the information contained in the response.
- i Basic Qualifications
- i Ability to Perform
- i Technical Capabilities
- i Performance History/References
- i Project Approach & Scope of Services to be Provided
- i Geographic Proximity
- i Timeline
- i Project organizational chart

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10. COMPLIANCE

All firms shall comply with all federal, state, and municipal ordinances and laws applicable during the course of the project.

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11. GENERAL TERMS AND CONDITIONS

PLEASE READ CAREFULLY

THESE GENERAL TERMS AND CONDITIONS SHALL APPLY TO ALL RESPONSES AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RESPONSE SUBMITTED AND SUBSEQUENT PURCHASE ORDER OR CONTRACT.

1. DEFINITIONS: As used throughout this solicitation, the following terms have the meaning set forth below:
 - 1.1. City: City of Nacogdoches acting on behalf of the municipality.
 - 1.2. Contractor: The individual, corporation, company, partnership, firm, or organization that has to furnish the materials and has to perform the work as stated in the solicitation.
 - 1.3. Services: Includes the use of labor, materials, facilities, equipment, and any other need that is necessary or incidental to the successful completion of the contract.
 - 1.4. Subcontractor: Any supplier, distributor, Contractor, person, or firm furnishing to the Contractor, materials or services necessary or incidental to the performance of the contract between the City and Contractor.
2. INSTRUCTIONS: These instructions apply to all quotations and become part of the terms and conditions of any response submitted and subsequent purchase order or contract.
3. SPECIFICATIONS: The services performed shall be in accordance with the purchase specifications herein. The City will decide the answers to all questions that may arise as to the interpretation or the specifications and the quality, or acceptability of work performed. The City will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the Contractor.
4. REQUIREMENTS AND ADDITIONAL INFORMATION: Contractor guarantees the products or services offered and will meet or exceed specifications identified in this solicitation.
 - 4.1. Price(s) shall not increase during the term of the purchase order unless otherwise stated in the specification. Contractor shall give price reductions to the City that result from reduced cost to the vendor during the term of the purchase order.
 - 4.2. Any alterations to the response made before the opening date and time shall be initialed by the respondent or authorized agent. Response cannot be altered or amended after the opening date and time.
 - 4.3. The City reserves the right to reject any response not prepared and submitted in accordance with the solicitation requirements.
 - 4.4. The City reserves the right not to consider a response from a contractor whose goods or services to the City have been documented as unsatisfactory in providing the same goods and services.
5. RESPONSE OPENING: The consideration of a response at the committee review should not be construed as a comment on the responsiveness of such response or as any indication that the City accepts the response as responsive. The City will make a determination as to the responsiveness of responses submitted based upon compliance with all applicable laws, City's purchasing guidelines, and project documents, including, but not limited to, the project specification and contract documents. The City will notify the successful contractor upon award of the contract, and according to state law, all responses received will be available for inspection at that time.
6. ALTERING RESPONSES: Responses cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the response, guaranteeing authenticity.
7. CONFLICT OF INTEREST: The contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City. By signing and executing this response, the contractor certifies and represents to the City the contractor has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this response.
8. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.
9. ADDENDA: Any interpretations, corrections or changes to this packet will be made by addenda. Sole issuing authority shall be vested in the City of Nacogdoches. Addenda, if any, will be sent to all who are known to have received a copy of this bid packet.

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10. AWARD: The city reserves the right to accept or reject any and all responses in whole or in part and waive any minor technicalities and enter into contract deemed to provide the best value to the City. The City also reserves the right to award a separate contract to separate vendors for each line item or award one contract for the project.
 - 10.1. Best value – The City will be the sole judge of best value. Award will be based on best value criteria and may include, but is not limited to:
 - 10.1.1. Best meets the goals and objectives of the solicitation as stated above.
 - 10.1.2. Best meets the quality and reliability of the proposed services.
 - 10.1.3. Effect of the proposed solution on agency productivity.
 - 10.1.4. Provides the most customer focused solution that will best meet the needs of the public.
 - 10.1.5. Experience in successfully providing services in this solicitation.
 - 10.2. A response to a solicitation is an offer to contract with the City based on the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless they are accepted through an authorized City designee by issuance of a purchase order.
 - 10.3. Any contract made as a result of this solicitation, shall be entered in to the state of Texas and under the laws of the state of Texas. In connection with the performance of work, the contractor agrees to comply with the Fair Labor Standards Act, Equal Employment Opportunity Act, and all other applicable Federal, state, and Local laws, regulations, and executive orders to the extent that the same may be applicable.
 - 10.4. In case of a tie, preference will be given to local contractors.
 - 10.5. Responsible Contractor Criteria: The City shall consider only responsible contractors. Responsible bidders are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and financial stability in determining a responsible contractor.
 - 10.6. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
11. FUNDING: Any purchase order resulting from this solicitation is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the City Council.
12. INVOICES: Invoices shall be submitted by the awarded vendor to the City of Nacogdoches, Texas, Finance Department, PO Box 635030, Nacogdoches, Texas, 75963.
13. PAYMENT TERMS: Net 30 days.
14. TAXES: Purchases made for the City of Nacogdoches, Texas are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in response unless otherwise specified in this solicitation. Tax exemption certificates are available upon request.
15. CONTRACTOR RESPONSIBILITIES
 - 15.1. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting Contract.
 - 15.2. Contractor guarantees services offered will meet or exceed the written specifications identified in this solicitation.
 - 15.3. Contractor agrees to obtain any necessary licenses and permits.
 - 15.4. Contractor agrees to take precautions necessary to protect person or property against injury or damage, and be responsible for such injury or damage.
 - 15.5. Contractor agrees to comply with Federal law or State Worker's Compensation laws which are applicable to the work required or performed under this contract and to pay or cause to be paid all compensation, medical or hospital bills which may become due or payable thereunder, and to protect and indemnify the City from and against any and all liability by reason of injury to employees of the Contractor or subcontractor.
 - 15.6. Contractor shall provide all labor, equipment and materials (unless otherwise stated herein) necessary to perform the service.
16. INSURANCE: The contractor receiving the award shall maintain in force through the term of the contract period the following minimum insurance:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
A) Workman's Compensation	Statutory
B) Public Liability	
1) Bodily Injury	\$500,000, single limit
2) Property Damage	\$500,000, each accident
C) Motor Vehicle Public Liability	
1) Bodily Injury	\$500,000, each person

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\$1,000,000, each accident

2) Property Damage \$250,000, each accident

All policies shall provide a blanket waiver of subrogation.

The contractor shall notify the City Manager or designee prior to any alteration, renewal, or cancellation of insurance in connection with this service. Upon notification of pending cancellation, the policy shall remain in force a minimum of ten (10) working days after the City receives the cancellation notice. The policy(ies) shall list the City as an additional insured party.

17. TRADEMARKS, COPYRIGHTS, PATENTS, AND INTELLECTUAL PROPERTY: When applicable, each vendor shall obtain necessary permissions, copyrights, trademarks or patents for the City. The contractor agrees to defend and indemnify the city from claims involving infringement of permissions, copyrights, trademarks or patents. The contractor shall not assert rights at common law or in equity or establish any claim to intellectual property, including but not limited to, any permissions, statutory copyright and material or information or claim any patent developed in performance of service authorized. The City will own all rights and has the rights to use, reproduce or distribute any or all of such information and other materials without the necessity of obtaining any permission from the vendor and without expense and charge. The vendor agrees to indemnify, hold harmless and defend the City from claims involving infringement of permissions, trademark copyrights or patents at the vendor's expense.
18. INDEMNITY: The contractor shall release, defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damage (including loss of use), losses, demands, suits, judgments and costs including reasonable attorney's fees and expenses, in anyway arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom the contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend the city against all such claims. In its sole discretion, the City shall have the right to select or approve defense counsel to be retained by vendor fulfilling its obligation hereunder to defend and indemnify the City, unless such right is expressly waived by the City in writing. The City reserves the right to provide a portion of its defense or its own entire defense; however, the City is under no obligation to do so. Any such action by the City is not to be construed as a waiver of contractor obligation to defend the City or as a waiver of

contractor obligation to indemnify the City pursuant to this contract. Contractor shall retain City approved defense council within seven (7) business days of City's written notice that the City is invoking its right to indemnification under the contract. If the contractor fails to retain counsel within such time period, the City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by the City.

19. FORCE MAJEURE: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms or provisions of this contract are delayed or prevented by strike, walkouts, acts of God, public enemy, fire, flood, or other unavoidable cause not attributable to the fault or negligence of the contractor or City.
20. NO PROHIBITED INTEREST: Contractor acknowledges and represents that they are aware of the laws, City charter, and City code regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights to interest in any land, materials, supplies, or services."
21. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the City in the event of break or default of this contract.
22. VENUE AND JURISDICTION: Venue for any suit concerning this solicitation and any resulting contract shall be in a court of competition jurisdiction in Nacogdoches County, Texas.
23. ASSIGNMENT: The vendor shall not assign this contract or any of its rights or obligations under this contract without prior written consent of the City.
24. PREPARATION COST: The City will not be liable for costs associated with the preparation, transmittal, presentation of any bids, responses, or materials submitted in response to this solicitation.
25. CONFIDENTIALITY CLAUSE: The City is governed by laws and regulations that make certain information confidential as well as specifying how public information is released. The contractor, its employees or subcontractors shall not divulge any information relative to City business at any time to a third party without the prior written approval of the City. All

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information created by or accessible to a contractor while providing a good or service to the City is confidential.

26. SEVERABILITY: In the event that any provision of this contract is later determined to be invalid, void, or unenforceable, then the

remaining terms, provisions, covenants, and conditions of this contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.