



REQUEST FOR  
STATEMENTS OF QUALIFICATIONS  
FOR ARCHITECTURAL DESIGN SERVICES  
FOR A TRANSIT MULTI-MODAL FACILITY

S.O.Q. #2018-0901

Release Date: October 6, 2018

Closing Date: November 20, 2018

Closing Time: 3:00 pm

**Request for Letters of Professional Qualifications**

Qualified professional individuals/firms interested in responding to this Request for Submittal of Professional Qualifications should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the firm.

**REQUEST FOR STATEMENTS  
OF QUALIFICATIONS  
FOR ARCHITECTURAL DESIGN SERVICES FOR A TRANSIT MULTI-MODAL FACILITY**

**ACKNOWLEDGMENT OF RECEIPT**

Please fill in the requested information below as acknowledgment that you have received the Request for Professional Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to:

Ms. Gloria Ramos, Executive Director  
Rural Economic Assistance League, Inc.  
301 Lucero Street  
Alice, Texas 78332  
Phone: (361) 668-3158  
Fax: (361) 664-9695  
E-mail: [Gloria.ramos@realinc.org](mailto:Gloria.ramos@realinc.org)

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_ YES, our company does have an interest in responding.

\_\_\_\_\_ NO, our company does not have an interest in responding.

Name: (Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE TO RESPONDENTS**  
**PLEASE RETURN THIS FORM UPON RECEIPT**

**Rural Economic Assistance League, Inc.**

**INVITATION**

Rural Economic Assistance League, Inc. (REAL, Inc.) is planning the construction of a new multi-modal building structure that will include a transfer station, passenger amenities, driver amenities, administrative offices, park-&-ride site, and ridesharing services.

***(Request for Qualifications)***

DESCRIPTION	NUMBER	OPENING
<p align="center"><b>Request for Statements of Qualifications for Architectural Design Services for a Transit Multi-Modal Facility</b></p>	<p align="center"><b>2018-0901</b></p>	<p align="center"><b>October 6, 2018</b></p>

Sealed Statements of Qualifications will be received Rural Economic Assistance League, Inc., located at 301 Lucero Street, Alice, TX 78332, (361) 668-3158, email: gloria.ramos@realinc.org

Copies of the Request for Statements of Qualifications documents consisting of detailed specifications, general requirements or other information may be obtained at the Transportation Department from Martín Ornelas, Transit Director, located at 301 Lucero Street, Alice, TX 78332, (361) 668-3158, email: martin.ornelas@realinc.org.

Gloria Ramos  
Executive Director

## **SECTION 1. - GENERAL**

Rural Economic Assistance League, Inc. is seeking statements of qualifications from architectural design services for the construction of a new multi-modal facility.

## **SECTION 2. - SCOPE OF SERVICES**

The selected individual or firm shall be responsible for providing the architectural programming (if required), design sketches and drawings required for issuance to potential bidders for construction. Additionally, if REAL, Inc. desires, the architect shall observe, inspect and monitor the construction to assure the work is being done according to the drawings and specifications. A detailed work plan to provide the tasks outline below is required:

- I. Meet with project participants to identify responsibilities and schedules.
- II. Review previous facility development plans prepared by CTAA and LSC Transportation Consultants, Inc.
- III. Preliminary engineering and environmental phase.
  - a. Document general framework of the project.
  - b. Based upon indicated functional requirements, develop and prepare initial project elements, plans, designs and elements.
  - c. Complete utility analysis and site survey.
    1. Determine and document availability of utilities on site.
    2. Review and analyze applicable site surveys.
  - d. Evaluate and assess any right-of-way issues.
  - e. Undertake value engineering and investigate alternatives.
    1. Assess use of substitute materials or less expensive option and impact upon costs.
    2. Review and validate preliminary estimated construction costs with REAL in relation to anticipated available funding.
  - f. Develop refined construction cost estimate.
    1. Develop refined cost estimate acceptable to REAL.
    2. Refined cost estimate to lay the foundation for a financing strategy and will quantify funding needs.
  - g. Develop financial plan.
    1. In consultation with REAL, identify sources of funding.
    2. Document schedule of project activities by phase and cost.
    3. Map tentative and solidified funding sources.
  - h. Prepare schedule of activities and facility staging.
    1. Develop preliminary staging plans.
    2. Lay out activities by phase.
  - i. Address CE/ CA/ EIS Environmental requirements.
    1. CWA and CAA.
    2. ESA.
    3. DOT Act 4(f).
    4. C or D list CE.
    5. Provide information for and support for Federal Transit Administration (FTA) approval and Texas Department of Transportation (TXDOT) coordination.

- IV. Final design and real estate acquisition phase.
  - a. Prepare final design, layout and specifications.
    - 1. Prepare and address NEPA and ENV requirements.
    - 2. Prepare final drawings, design and specifications.
    - 3. Refine facility layout upon preferred site.
    - 4. Prepare all documents for construction contractors to support actual construction.
  - b. Undertake and support design review 60%/90%/100%.
    - 1. Incorporate previous phase in each step.
    - 2. Incorporate PTN reviews at critical steps.
    - 3. Incorporate any comments from previous steps.
  - c. Complete project constructability review.
    - 1. Review documentation of construction processes from start to finish.
    - 2. Identify any potential cost overruns.
  - d. Secure and complete any necessary permits and documentations.
  - e. Complete VE/VE refinement if not done in earlier phase.
  - f. Document final phasing and schedule of project activities.
  - g. Identify and support completion of necessary final Federal, State and local legal requirements.
  - h. Develop final cost estimate.
- V. Support procurement of contractor(s) for construction phase.
  - a. Identify selection process for construction contractor.
  - b. Prepare bid documents for procurement of facility construction.
  - c. Review and assess construction bids received.
  - d. Ensure competitive procurement.
  - e. Ensure all applicable PTN-130, DBE and Buy American requirements are met.
  - f. Support TXDOT review of contractor selection.
- VI. Construction management tasks.
  - a. Manage and oversee construction activities.
  - b. Support and oversee any subcontractor procurement and activities.
  - c. Monitor project schedule compliance.
  - d. Monitor regulatory compliance.
- VII. Projects Documents
  - a. Consultants will be required to submit monthly progress reports to REAL within five working days of the end of each month. Progress reports should include a detailed narrative description of work underway and completed, problems encountered, documentation of adherence to project timeline including percentage of each task completed, and products developed for the month.
  - b. Consultants will provide technical memoranda at appropriate mutually agreeable times documenting work on previous tasks.
  - c. The selected consultant will be required to submit a draft final report upon completion of all proposed project tasks. REAL reserves the right to request changes and necessary modifications to the draft final report within 25 days of submittal. The selected consultant

will be required to respond to requested changes and revisions to the draft final report within 25 days.

- d. A final report will be produced by the selected consultant in response to comments received and request for modifications to the draft final report. Five (5) copies, one cd and one reproducible original of the final report are to be provided to REAL.

### **SECTION 3. - PROJECT SCHEDULE**

The selected architect or firm shall be prepared to allow for a timely and efficient project commencement and completion schedule. Selected firm must be able to commit resources to the respective projects(s) to ensure adherence to project schedule.

### **SECTION 4. - CONTRACT TYPE**

The contract between the successful firms and REAL, Inc. will be for solely the architectural services for construction of a multi-modal facility and specifying maximum dollar amount.

### **SECTION 5. - QUALIFICATIONS**

The selected architect or firm must possess the ability, experience, and reputation for quality service necessary to produce high quality and functional projects. To insure the firms are capable of providing an acceptable level of service to REAL, Inc., the following minimum qualifications must be met:

- Firm must have extensive experience in dealings with transit districts and the ability to direct, coordinate and prepare design sketches, working drawings and specifications for projects for REAL, Inc..
- The selected firm(s) must have an architect licensed in the State of Texas.
- The selected firm(s) must be capable of providing observation services during the construction process. Review of the Contractor's **Request For Payments**, shop drawings and field questions or problems must be part of the required work.
- Firm must carry adequate professional liability insurance and the insurance must be maintained for the duration of the contract. A copy of the insurance must be provided to REAL, Inc. upon approval of the contract.

### **SECTION 6. - SELECTION**

A selection committee will select one (1) firm from those responding to this request for Request for Statements of Qualifications, which appear best qualified relative to the evaluation criteria listed herein. The highest ranked firms will be recommended to the REAL, Inc. Board of Director requesting authorization to negotiate a contract. Negotiations will be initiated with the highest ranked firm rated highest to define a detailed scope of work and services. REAL, Inc. will request the architect or firm to submit a fee proposal and cost breakdown for evaluation and negotiation. If a mutually satisfactory agreement cannot be reached with the highest ranked firm, negotiations will be terminated and the second highest firm shall be considered. The negotiation process will be repeated and so on until a mutually satisfactory agreement has been reached. When such an agreement is reached, a recommendation will be made to the REAL Board of Directors to execute a contract pursuant to the agreement and subject to the

availability of funding. REAL, Inc. reserves the right to reject any proposal at its sole discretion.

## **SECTION 7. - PROPOSAL CONTENTS**

The Request for Statements of Qualifications should be organized in the following format. Elements listed under each part must be included in the submittal:

- **Technical**

Describe the approach to be taken in addressing the proposed scope of work. This is to include delineation of specific tasks to be undertaken.

- **Management and staffing**

Describe the management plan to be used, staffing configurations and related information. This is to include a project schedule showing proposed start and completion dates for all major tasks, staff loading by task, chart showing staff time allocation by task and resumes of project personnel. Describe any sub-contracting relationships that are proposed for the project.

- **Prior related experience**

Describe the background and experience of the primary and sub-consultants. This section should be a concise document, which shall include the following information.

- **Relative experience of firm:**

A brief summary is required of the work accomplished by the firm or its present personnel in similar engagements and cities in the United States within the past three (3) years.

The summary must include where the work was performed, the disciplines performed at each location and the dollar value of the work performed at each location by the firm. The summary shall also include the approach to the work, any unique problems, and the solutions thereto, as seen by the firm in performing the work.

- **Relevant experience of major sub-contractors:**

It is the intention of REAL, Inc. to execute a contract with one firm as required and to hold that firm solely responsible for the execution of the entire project. It is recognized and expected that the firm may desire or need the services of subcontractors to undertake various elements and items of these studies. In the event that such sub-contractors are anticipated, the Request for Statements of Qualifications should identify the proposed sub-contractors and the specific elements and items for which each will be responsible. For any sub-consultant anticipated to receive 20 percent or more of the dollar volume of the work under this contract, said sub-consultant shall provide the same relevant experience information requested with respect to the primary firm.

- **Information required:**

**WORK PLAN:** Describe the scope of work, including:

1. The specific tasks which will be performed.
2. The type of information which will be developed.

3. All deliverable products and the type of format in which they will be submitted.
4. A project scheduling chart form illustrating thresholds for each task completion and key target dates for the development and completion of all project tasks and deliverables.

NOTE: The design phase of the project will be initiated on or about 45 days after the execution of a contract and must be completed within 90 days thereafter.

- **Project Organizational Chart:** Submit a project organizational chart identifying the responsible officer, project manager, and staff assigned to the project. Include a description of proposed staff members, the tasks/roles they will perform and the number of hours each will be assigned to the project, the number of days on-site and the number of site visits. If a subcontractor(s) is to be used, describe the personnel, responsibilities, and specific tasks to be performed by the subcontractor(s), the cost of each subcontractor, and the qualifications and experience of all subcontractors proposed for the project.

## **SECTION 8. – GENERAL INSTRUCTIONS**

- **COMPENSATION PAID TO CONSULTANT:** Compensation paid to the selected Consultant is subject to the amount specified in the proposal unless otherwise agreed by REAL. Terms of periodic payments under this contract will be negotiated with the consultant.
- **ACCEPTANCE OF PROPOSAL:** The contents of the proposal will become contractual obligations if a contract is entered into. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award. In the event of a contract award, the definitive contract will constitute the entire agreement of the parties and will supersede any representations, commitments, conditions, or agreements made orally or in writing prior to execution of this contract.
- **NONCOMPLIANCE:** In the event of the consultant's noncompliance with the RFP or any resultant contract, REAL shall impose such contract sanctions as it may determine appropriate, including but not limited to: withholding of payments under the contract until the consultant complies, and/or cancellation, termination, or suspension of the contact, in whole or in part.
- **CONTRACT CHANGES:** The parties hereto may from time to time require changes in the scope of services and /or the scope of work and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the consultant, which are mutually agreed upon by and between the parties hereto, shall be incorporated as written amendments to this contract. Any claim by the consultant for an adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the consultant of the notification of change; provided, however, that REAL may, at its discretion, receive and act upon any such claim asserted at any time prior to final payment under this contract.
- **ASSIGNMENT:** No right or duty in whole or in part by the contractor under this contract may be assigned or delegated without the written consent of REAL.
- **HOLD HARMLESS:** The contractor will indemnify and save harmless REAL and all its officers, agents, and employees from all suits, actions or claims of any character brought



for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this contract.

- **REJECTION OF RESPONSES/PROPOSALS:** REAL reserves the right to reject any and all responses and proposals received as a result of this request, or to negotiate separately with competing contractors.
- **INELIGIBILITY:** Employees and members of the Board of Directors of REAL are ineligible to respond to this Request for Proposal or contract with CTAA as direct contractors or subcontractors.
- **TERMINATION:** REAL reserves the right to terminate the contract at any time by giving the consultant written notice of such termination. Such termination shall be effective on the date of the notice of termination. In the event of said termination, REAL shall be liable only for the services rendered to the date of termination based on contractually established fees.
- **PROPRIETARY INFORMATION:** All Data, documents, materials, and innovations developed as a result of this project become the property of REAL, and will be available for unrestricted use and publication.
- **EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of REAL to afford equal opportunity in employment to all individuals. In connection with this proposal, and any subsequent contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, disability, or sex. Such action shall include, but is not limited to, the following: recruitment; rates of pay or other forms of compensation, and selection for training, including internship and/or apprenticeship. Contractor further agrees to insert a similar provision in all subcontractors.
- **DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND WOMEN ENTERPRISE (WBE):**  
It is the policy of REAL that disadvantaged business enterprises as defined by 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement. REAL or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps on accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The project shall meet all DBE Participation requirements during the design and construction phases as required by the Texas Department of Transportation. TxDOT's DBE contract goal for 2018 is \_\_\_\_%. Copies of TxDOT's DBE Participation Program are available upon request.

## **SECTION 9. - COMPLIANCE**

- ◆ All design and construction shall comply with the following:

- Americans with Disabilities Act, Texas Accessibility Standards of the Architectural Barriers Act, and Life Safety Code.
- All applicable environmental requirements.

**SECTION 10. - DEADLINE**

**One (1) original (marked "Original "), eight (8) copies, and one (1) electronic version (Acrobat PDF format only)** of the Request for Statements of Qualifications are to be submitted in a sealed manner bearing the name and address of the firm, and should be clearly marked "Statements of Qualifications – Architectural Services for REAL, Inc."

Statements of Qualifications are to be submitted no later than **November 20, 2018 at 3:00 p.m.**

**Mailing address:**

Attention: Gloria Ramos, RN  
Executive Director  
REAL, Inc.  
301 Lucero Street  
Alice, TX 78332  
Telephone: (361) 668-3158 Fax: (361) 664-9695

**Physical Address:**

Attention: Gloria Ramos, RN  
Executive Director  
REAL, Inc.  
301 Lucero Street  
Alice, TX 78332  
Telephone: (361) 668-3158 Fax: (361) 664-9695

Only timely received submittals meeting the requirements of this request for qualifications shall be considered. No submittal shall be considered or accepted which is submitted by a firm that is in default under the terms of any existing agreement REAL, Inc., or which has failed to perform its obligations faithfully under any previous agreement with REAL, Inc. An authorized representative of the firm shall sign submittals.

**QUESTIONS REGARDING THIS REQUEST FOR QUALIFICATIONS**

Questions regarding this project shall be submitted by ***October 27, 2018 at 1:00 p.m. in writing only*** and directed to:

Martín Ornelas  
Transit Director  
REAL, Inc.  
301 Lucero Street  
Alice, TX 78332  
Telephone: (361) 668-3158 Fax: (361) 664-9695

Amendments or revisions to this Request for Statement of Qualifications resulting from written questions will be developed as expeditiously as possible and will be distributed to all parties requesting the original proposal package or on the original mailing list.

Interested firms are encouraged to review the project and make an on-site review of the different aspects involved in the project.

Within 10 days after the date of opening the responses, REAL, Inc. shall evaluate and rank each Request for Statements of Qualifications submitted in the criteria set forth in the Request for S.O.Q.'s.

**STATEMENT OF QUALIFICATION REJECTION OR PARTIAL ACCEPTANCE – REAL, Inc.** reserves the right to reject any or all SOQs. It further reserves the right to waive technicalities and formalities in SOQs, as well as to accept in whole or in part such SOQ or SOQs where it deems it advisable in protection of the best interests of REAL, Inc.

**ADDENDA**

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all services thereto are included in the SOQ.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**Rural Economic Assistance League, Inc. reserves the right to reject any and all SOQ's.**

I/We have read instructions to respondent and specifications. My/Our Statement of Qualification conforms to all specifications, conditions, and instructions as outlined by REAL, INC. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with REAL, INC. for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Respondent, by signing and executing this SOQ, certifies and represents to REAL, INC., that Respondent has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this SOQ; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this SOQ; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the REAL, INC. concerning this SOQ on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other respondents so as to give the undersigned a preferential advantage with respect to this SOQ; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the REAL, INC. in return for the person having exercised the person's official discretion, power or duty with respect to this SOQ; the Respondent certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of REAL, INC. in connection with information regarding this SOQ, the submission of this SOQ, the award of this SOQ or the performance, delivery or sale pursuant to this SOQ.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Note: This form must be filled in and submitted with SOQ package

**CERTIFICATION FORM**

**A) COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE's)**

The respondent hereby certifies that it will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The requirements of 49 CFR Part 26 and BUS's U.S. DOT-approved Disadvantage Business Enterprise (DBE) program are incorporated in this contract by reference.

**B) DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The respondent certifies that neither the respondent, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**C) CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

The respondent certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**CERTIFICATION OF ELIGIBILITY**

The \_\_\_\_\_ hereby (Name of Contractor) certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or firms Currently Debarred for Violations of Various Public Contracts incorporating Labor Standard Provisions.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION**

COMPANY/ORGANIZATION NAME: \_\_\_\_\_

The contractor or grant recipient named above hereby certifies compliance with Governmental, Code Section 8355 in matters relating to providing a drug-free workplace.

The above named contractor or grant recipient will:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specify actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
  - a) The dangers of drug abuse in the workplace.
  - b) The person's or organization's policy of maintaining a drug-free workplace,
  - c) Any available counseling, rehabilitation and employee assistance programs, and
  - d) Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - a) Will receive a copy of the company's drug-free policy statement and
  - b) Will agree to abide by the terms of the company's statement as a condition employment on the contract or grant.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of Texas.

\_\_\_\_\_  
OFFICIAL'S NAME

\_\_\_\_\_  
DATE EXECUTED

\_\_\_\_\_  
EXECUTED IN THE COUNTY OF

\_\_\_\_\_  
CONTRACT OR GRANT RECIPIENT SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
FEDERAL I.D. NUMBER.



**Evaluation Score Sheet**

<b>Name:</b>	<b>Max Points</b>	
1. Capability to perform all or most aspects described in the Scope of Work section of this document	<b>15</b>	
2. Key personnel's professional background and caliber and availability for the proposed project	<b>8</b>	
3. Past and present performances and experience by firm/team with similar transit work and Quality of projects previously undertaken	<b>16</b>	
4. Current workload.	<b>5</b>	
5. Demonstrated ability to meet schedules or deadlines.	<b>5</b>	
6. Capability to complete projects without having major cost escalation or overruns.	<b>8</b>	
7. References.	<b>5</b>	
8. Demonstrates an understanding of the project's and REAL's special transit concern.	<b>10</b>	
9. Fully describes and disclose any subcontractor relationships or joint ventures.	<b>5</b>	
10. Fully describe firm's ability to manage and inspect project construction.	<b>8</b>	
11. Knowledge of all applicable laws, statutes, ordinances, rules, regulations or requirements of the United States Government, State of Texas, FTA, TxDOT, and local governments or any agency thereof which relate to or in any manner affect the project and the performance of the agreement or contract between the City of South Padre Island and the firm/team.	<b>10</b>	
12. Location of office and personnel to service this account.	<b>5</b>	
<b>TOTAL POINTS</b>	<b>100</b>	

## **Restrictions on Lobbying Activity**

### **A. Prohibited Contacts During Contract Evaluation**

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract has been acted on by the City Council. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

### **B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation**

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

### **C. False Statements**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

### **D. Use of False Identification**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

### **E. Improper Influence**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

### **F. Improper Representation**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

**AUTHORIZED CONTACT FORM:**

This SOQ has been issued by the Rural Economic Assistance League, Inc. REAL, Inc. shall be the vendor's sole point of contact with regard to the SOQ, its content, and all issues concerning it.

All communication regarding this SOQ shall be directed to an authorized representative of REAL, Inc.. The Executive Director or Transit Director facilitating this SOQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the SOQ. Contact with any other REAL representative, for the purpose of discussing this SOQ, its content, or any other issue concerning it, is prohibited unless authorized by the Executive Director or Transit Director. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other REAL representatives, may constitute grounds for rejection by the Transit Division of the vendor's SOQ.

The above stated restriction on vendor contact with REAL representatives shall apply until REAL, Inc. has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

SOQ – Statements of Qualifications