



4601 Padre Blvd
South Padre Island, Texas 78597
www.MySPI.org

Request for Qualifications
Architectural, Engineering or Surveying Services

RFQ NO.CCE-PM2605
Project Management Professional Services
for the City of South Padre Island Convention Center
Renovation and Annex Project

Statement of Qualifications
must be received before:
April, 7th 2026
2:00 p.m. Central Time
City of South Padre Island
ATTN: City Secretary
4601 Padre Blvd.
South Padre Island, TX 78597

City of South Padre Island – City Secretary
4601 Padre Blvd □ South Padre Island, TX 78597 □ (956) 761-8109
www.MySPI.org

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GENERAL

The City of South Padre Island seeks to enter into an agreement with a qualified Individual, Firm, Consultant or Corporation (Proposer) with substantial and relevant experience and expertise to provide project management services in connection with the renovation and expansion of the South Padre Island Convention Center. The South Padre Island Convention Center is located at 7300 Padre Blvd., South Padre Island TX 78597. The qualified individual, firm, consultant, or corporation must be an accredited licensed architecture or engineering firm and eligible to practice in the state of Texas.

DEFINITIONS

The following definitions shall be used to identify terms throughout this Request for Qualifications:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Firm to furnish the professional services specified within this solicitation and obligating the City to pay for the professional services provided.

B. PROPOSAL/RESPONSE/OFFER

A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent/Proposer to perform the resulting contract.

C. PROPOSER/RESPONDENT/OFFERER

The Individual, Firm, or Corporation (Proposer) that considers itself qualified to provide the services specified herein, and is interested in making an offer to provide the services to the City.

D. CITY (OWNER)

The City of South Padre Island, located in Cameron County, Texas.

E. CITY COUNCIL

The elected officials of the City of South Padre Island, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

F. FIRM (CONSULTANT)

The successful Proposer of this request for proposal.

G. THE ARCHITECTS/ENGINEERS/CONSTRUCTION MANAGER AT RISK TEAM (DEVELOPER)

The City of South Padre Island has already contract with Gignac and Associates (Architectural Services) and Fulton Construction to serve as the (Construction Manager at Risk).

H. PURCHASE ORDER

A purchase order records the financial obligation of the City to pay for services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

I. REQUEST FOR QUALIFICATIONS (RFQ)

This Solicitation document issued by the City containing terms, conditions and request for qualifications for the services to be procured.

J. STATEMENT OF QUALIFICATIONS (SOQ)

A Firm's response to this solicitation

K. VENDOR/CONTRACTOR

Person or business enterprise providing professional services to the City as fulfillment of obligations arising from an agreement pursuant to this request for qualifications.

NOTICE TO PROPOSERS

A. NOTICE

Statement of Qualifications are due at **2:00 p.m. on April 7th, 2026** after which time all qualified responses will be opened and acknowledged at 4601 Padre Blvd, South Padre Island, Texas 78597. Proposals received after the specified deadline will be returned unopened.

Sealed SOQs shall be clearly marked with the RFQ number and title and addressed to the City of South Padre Island – City Secretary. Proposals shall be delivered using one of the following:

Hand-deliver to:	Mail to:	Ship to (FedEx, UPS, DHL):
4601 Padre Blvd South Padre Island, TX 78597	4601 Padre Blvd. South Padre Island, TX 78597	4601 Padre Blvd. South Padre Island, TX 78597

Potential Proposers may receive notice of solicitations from the City of South Padre Island from a variety of channels. Approved methods of dissemination include: City of South Padre Island website or the City of South Padre Island City Secretary. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your proposal non-compliant. City of South Padre Island accepts no responsibility for the receipt or notification of solicitations through any other source.

B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Wendi Delgado
Director of Operations
wdelgado@myspi.org

The deadline for written questions is **March 30, 2026 at @ 10:00am**. central time. This deadline has been established in order to provide adequate time for City staff to prepare responses to questions from Proposers to the best of their ability in advance of the Pre-Proposal Conference meeting.

Proposers shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publically posted. All addenda issued prior to the due date and time for responses are incorporated into the RFQ and must be acknowledged in the SOQ response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

C. SCHEDULE OF IMPORTANT DATES

The City will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFQ	March 20th, 2026
Advertisement Date	March 21st, 2026
Advertisement Date	March 28th, 2026
Deadline for Questions and Inquiries	10:00 AM CST March 30th, 2026
Proposals Closing Date and Time	2:00 PM CST April 7th, 2026
City's Review of SOQs	April, 2026
Date for Finalist Interviews or Presentations (if any)	April 14, 2026
Earliest Award by City	May 6, 2026

D. FINALIST INTERVIEWS and/or PRESENTATIONS

Proposers reasonably subject to being selected based on the criteria set forth in this RFQ may be given an opportunity to make a presentation and/or interview with the Selection Committee. **Finalists selected for interviews and/or presentations must be available during regular business hours on April, 14, 2026.** Following any presentation and/or interviews, SOQs will be ranked in order of the most highly qualified and contract negotiations will begin with the top ranked Firm. Should negotiations with the highest ranked Firm fail to yield a contract, or if the Firm is unable to execute the City's contract, negotiations will be formally ended and then commence with the second highest ranked Firm, etc. However, the City, may, in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the Statement of Qualifications submitted.

E. CERTIFICATION

This Solicitation includes a certification page. Proposer must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Proposer.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Proposers in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise qualified business entity not in receivership or contemplating same, and has not filed bankruptcy.

F. EXCEPTIONS

Any deviations from terms, conditions or request for qualifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

G. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission (“TEC”) is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission’s electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, “at the time the business entity submits the signed contract” to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

STANDARD TERMS and CONDITIONS

A. ADDENDA

If it becomes necessary to revise any part of this Solicitation, prior to the due date and time, a written addendum will be provided clarification to all known interested Proposers. The City is not bound by any oral representations, clarifications, or changes made in the Request for Qualifications by the City’s employees, unless such of change is provided to Proposers in written addendum form from the City.

Addenda will be transmitted to all that are known to have received a copy of the Request for Qualification. However, it shall be the sole responsibility of the Proposer to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Proposer shall provide written acknowledgment of all addenda.

B. ADVERTISING and PUBLICITY

Firm shall not advertise or otherwise publicize, without the City’s prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

C. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Firm, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Firm without the prior written consent of the City. Any attempted assignment or delegation by the Firm shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Agreement.

D. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

E. CANCELLATION or TERMINATION

1. Termination for Cause:

In the event of default by the Firm, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Firm, within such ten (10) day period cures such default, or

provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Firm's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Firm, the City may remove the Firm from the City's Vendor List and any Offer submitted by the Firm may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. Termination Without Cause:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Firm shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Firm, to the extent of funds appropriated or otherwise legally available for such purposes, for all products actually delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. Non-Appropriation:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

4. Cancellation:

The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Firm breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

F. CLAIMS

If a claim, demand, suit or other action is asserted against the Firm which arises under or concerns the Agreement, or which could have a material adverse effect on the Firm's ability to perform thereunder, the Firm shall give written notice to the City within ten (10) calendar days after receipt of notice by the Firm. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the City Manager, 4601 Padre Blvd, South Padre Island, TX 78597.

G. CODES, PERMITS, LICENSES

Firm shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to the products delivered and their application. None of the terms or provisions of the Agreement shall be construed as waiving any rules, regulations or requirements of these authorities. Firm shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

H. COLLUSION

Advanced disclosures of any information to any particular Proposer which gives that particular Proposer any advantage over any other interested Proposer in advance of the due date, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular solicitation or request.

I. COMMUNICATION

To insure the proper and fair evaluation of this Proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Proposers and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Statement(s) of Qualification. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed as provided herein.

J. CONFIDENTIALITY

In order to provide the deliverables to the City, Firm may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Firm acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Firm (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under the Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Firm promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Firm agrees to use protective measures no less stringent than the Firm uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

K. DEFAULT

Firm shall be in default under the Agreement if the Firm (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any agreement Firm has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Proposer's Proposal, or in any report or deliverable required to be submitted by Firm to the City.

L. DELAYS

The City may delay scheduled deliveries or other due dates by written notice to the Firm if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Firm shall negotiate an equitable adjustment for costs incurred by the Firm in the Agreement price and execute an amendment to the Agreement. The Firm must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Firm from delaying the deliveries as notified.

M. DISCLOSURE

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

N. DISCLOSURE OF PENDING LITIGATION:

Each Proposer shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Proposer or in which the Proposer has been judged guilty.

O. DISPUTE RESOLUTION

If either the Firm or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

P. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Q. FRAUD

Fraudulent statements by the Proposer in the Proposal or in any report or deliverable required to be submitted by the Firm to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

R. GRATUITIES

The City may, by written notice to the Firm, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Firm or any agent or representative of the Firm to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Firm, as a result of the gratuities.

S. INDEPENDENT CONTRACTOR

Nothing in this Request for Qualifications is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Firm's services shall be those of an independent contractor. The Firm agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Firm shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

T. INDEMNITY

FIRM SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT.

U. INFRINGEMENT

Firm represents and warrants to the City that: (a) Firm shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Firm in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Firm does not know of any basis for any such claims. Firm shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City exercises anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Firm's breach of any of the Firm's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Firm agrees that the City's specifications regarding the deliverables shall in no way diminish Firm's warranties or obligations under this Paragraph, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Firm.

V. INSURANCE REQUIREMENTS

Upon request, Firm shall provide a copy of its insurance policies to the City.

W. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

X. INVALIDITY

The invalidity, illegality or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

Y. LIABILITY

Any person, firm or corporation party to the Agreement shall be liable for all damages incurred while in the performance of the Agreement. Firm assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement to the Firm and the negligence of the Firm, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

Z. LIENS

Firm shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all services delivered under this Agreement. At the City's request, the Firm or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

AA. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions and pricing. The Agreement is nontransferable by either party.

BB. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Firm shall be sent to the address specified in the Firm's Statement of Qualifications or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of South Padre Island, 4601 Padre Blvd., South Padre Island, TX 78597 and marked to the attention of the City Manager.

CC. OVERCHARGES

Firm hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

DD. PAYMENT TERMS

1. Tax Exempt Status:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Firm will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. Invoicing Requirements:

Unless otherwise specified, all invoices shall be submitted to City of South Padre Island, Accounts Payable, 4601 Padre Island, South Padre Island, TX 78597, and issued as required by the Purchase Order or Agreement. **Each invoice must reference the unique Purchase Order number, and include the Firm's complete name and remit to address.** If applicable, transportation and delivery charges must be itemized on each invoice.

3. Payment Terms:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Firm within thirty days after acceptance of goods or services delivered, or the day of receipt of a correct invoice, whichever is later. The Firm may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Firm concerning the goods or services delivered, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Firm and a subcontractor and its suppliers concerning deliveries made, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. Right to Audit:

The Firm agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Firm related to the performance under this Agreement. The Firm shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Firm are resolved, whichever is longer. The Firm agrees to refund to the City any overpayments disclosed by any such audit.

5. Firm Pricing:

The price shall remain firm for the duration of the Agreement, or any extension period, unless expressly approved in writing. No separate line item charges shall be permitted for any extraneous charges. Firm further certifies that the cost proposal has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other Proposer or with any competitor.

6. Price Warranty:

The Firm warrants the prices quoted are not materially higher than the Firm's current prices on services provided to others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Firm, or otherwise recover, any amounts paid for services materially in excess of the Firm's current prices on services to others for like deliverables under similar terms of purchase.

7. Travel Expenses:

All travel, lodging and/or per diem expenses associated with providing the services specified must be included in the Agreement. All travel expenses are subject to review by the City and

documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

EE. PERSONAL INTEREST

No employee or City Council Member of the City may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service to, for, with or by the City.

FF. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

GG. PROHIBITED FIRMS

The City of South Padre Island prohibits conducting business with Firms under the following conditions:

1. Proposers who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas.
2. Proposers who boycott Israel. By signing and submitting this bid, Proposers certifies that:
 - a. Proposer does not boycott Israel; and
 - b. Proposer will not boycott Israel during the term of the agreement.

HH. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Proposers are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Proposers.

If a Proposer believes that a Response or parts of a Response are confidential, then the Proposer shall so specify. The Proposer shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Proposer believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

II. REIMBURSEMENTS

There is no expressed or implied obligation for the City of South Padre Island to reimburse responding Firms for any expenses incurred in preparing SOQs in response to this Request for Qualification and the City will not reimburse responding Firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

A. REPRESENTATIONS and RESPONSIBILITIES

By submitting a SOQ in response to this RFQ, Proposer represents that it has carefully read and understands all elements of this RFQ; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

JJ. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any portion of the Scope of Work, or terminate the Solicitation when deemed to be in City's best interest.

KK. RESPONSES BECOME PROPERTY OF THE CITY

Submissions received in response to this Request for Qualification become the sole property of the City.

LL. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Firm to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

MM. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

NN. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

OO. FIRM'S OBLIGATION

Firm shall fully and timely provide all deliverables described in this Solicitation, Firm's response must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

PP. VENUE

This Agreement is fully performable in South Padre Island, Texas, and the venue for any action related to this Agreement shall be South Padre Island, Texas. All issues arising from this Agreement shall be resolved in the courts of Cameron County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

QQ. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Firm or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

RR. WITHDRAWAL

Proposers may request withdrawal of a sealed Statement of Qualifications prior to the scheduled opening time, provided the request for withdrawal is submitted to the City in writing.

BACKGROUND and CURRENT CIRCUMSTANCES

A. CITY of SOUTH PADRE ISLAND

Known as the Tropical Tip of Texas, the City is a tourist-oriented resort community. The white sandy beach of South Padre Island is known throughout the United States and is ranked as one of Texas' top beaches. The City occupies approximately 2.5 square miles and serves a full-time residential population of approximately 2,852.

The Town of South Padre Island was incorporated in 1973, and became the City of South Padre Island when the Home Rule Charter was adopted in 2009. The City operates under the council-manager form of government. Policy making and legislative authority are vested in a governing council consisting of the Mayor and five Council Members. City Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and the City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Council and the City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City, and for appointing heads of various departments. The Mayor and the Council Members serve three-year staggered terms and are elected at large.

B. CURRENT CIRCUMSTANCES

The City of South Padre Island has a contract with Gignac & Associates, LLC and has received 100% deliverables on an original scope of work. The City has since downsized the project (option 1) to include renovation and only the expansion of the exhibit hall (Exhibit hall to be expanded from 23,869 square feet to 50,170 square feet). A second option is also under consideration which also adds additional meeting space in the back of the facility (option 2 below). The City also has a contract with Fulton Construction who serves as the Construction Manager-At-Risk for this project.

Below is the link to the 100% deliverables received from Gignac & Associates, prior to the project being scaled down to a smaller scope of work.

<https://drive.google.com/drive/folders/1CuDudjL0sJE2EOysPIQxJHxci3aMICal?usp=sharing>

The complete history of the project can be found by visiting this link:

<https://ccexpansion.my.canva.site/convention-center-expansion-website>.

The City of South Padre Island requires permission from Cameron County (Land Owner) before proceeding with this project. A request has been made to place the smaller scope on the County Commissioners agenda for consideration. Once Project Management services are obtained parts of the design phase will need to be revisited based on the reduced scope and plans will need to be edited accordingly.

The City of South Padre Island seeks to enter into an agreement with a qualified Individual, Firm, Consultant or Corporation (Proposer) with substantial and relevant experience and expertise to

provide project management services in connection with the renovation and expansion of the South Padre Island Convention Center. The South Padre Island Convention Center is located at 7300 Padre Blvd., South Padre Island TX 78597.

CURRENT FACILITY

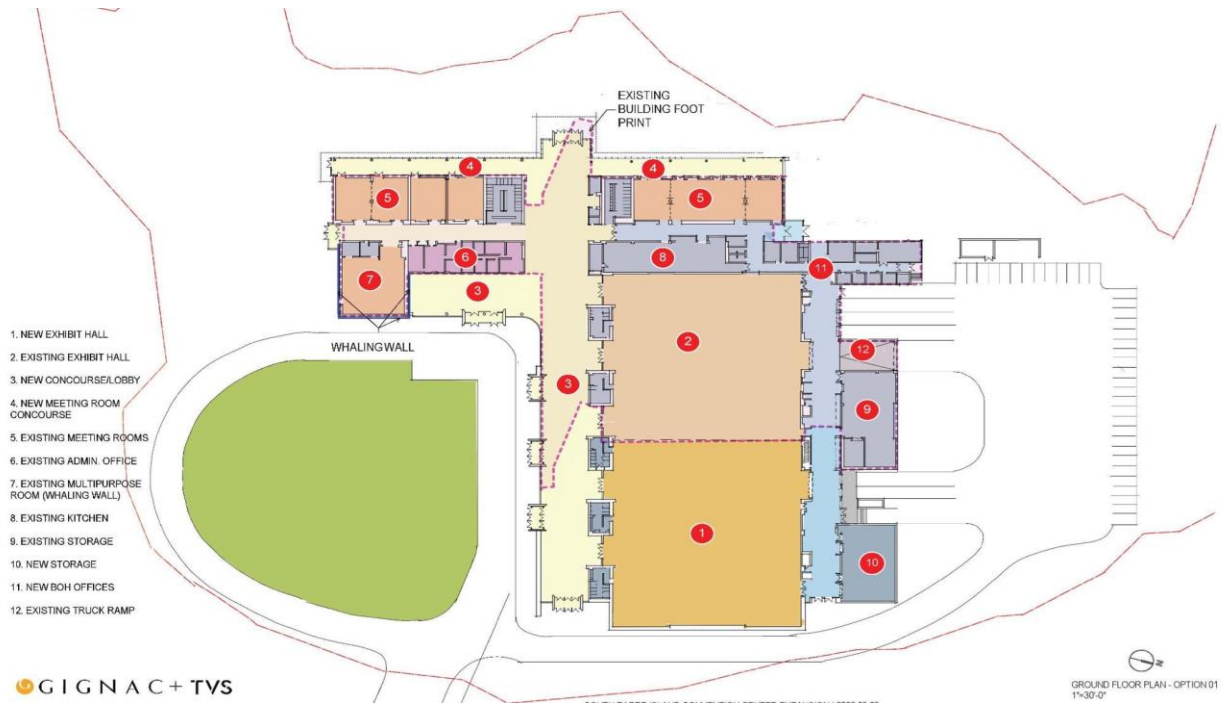
HISTORY OF THE CONVENTION CENTER

- Built in 1992 on a 30-acre tract of Cameron County
- Designed by LMN Architects of Seattle, Washington
- Original Cost: \$12.75 Million
- 527 parking spaces

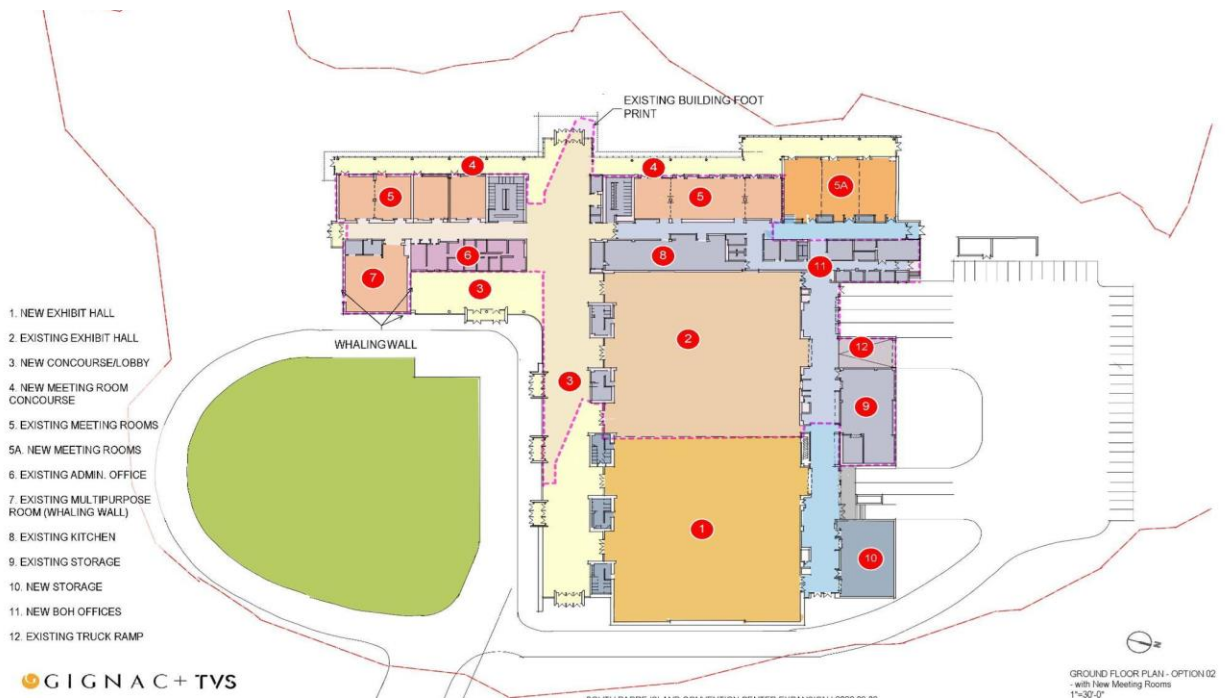
Current Meeting Space	SQ FT
Exhibit Hall Space	23,869 (36' ceiling)
Meeting Room Space (7 Rooms)	10,828
Conference Theater	2,633
Lobby & Pre-Function Space	15,434
Administration Office	2,570
Mezzanine Space	10,538
Circulation Space	26,962
Total Program SF	65,872
Total Building	92,834



OPTION 1 – WITHOUT ADDITIONAL MEETING SPACE



OPTION 2 – WITH ADDITIONAL MEETING SPACE



SCOPE OF WORK

The City of South Padre Island (OWNER) is requesting a statement of qualifications from a professional firm to provide a broad range of services to the Owner during the development and construction of the renovation and expansion of the Convention Center. The qualified individual, firm, consultant, or corporation must be an accredited licensed architecture or engineering firm and eligible to practice in the state of Texas.

Overall Functions for the Project

The project management team (CONSULTANT) will work closely with City Staff and stakeholders to provide general leadership and management functions required of a Project Manager which include but are not limited to all general leadership and management functions required; tracking budgets; establishing and monitoring schedules; overseeing quality of all aspects of the project; building and communicating with the project team; coordinating all issues; documentation, minutes, action items, and approvals to move the project through all its various phases; providing direct interface with the community, end-users and other stakeholders; and briefing administration and City Council as necessary.

- 1) The CONSULTANT shall establish an initial budget estimate for the project.
- 2) The CONSULTANT shall establish overall project budget including hard and soft costs.
- 3) The CONSULTANT shall develop a master schedule for the project.
- 4) The CONSULTANT shall develop communication protocols for the project.
- 5) The CONSULTANT shall establish, lead and coordinate all project related meetings.
- 6) The CONSULTANT shall coordinate with all external approval authorities at all phases of the project.
- 7) The CONSULTANT shall manage all contracts related to the project (Design, Construction, Special Consultants, etc.).
- 8) The CONSULTANT shall develop a filing and document control system for the project for hardcopy and electronic records.
- 9) The CONSULTANT shall project cash-flows, monitor, and manage all payment to consultants and contractors.
- 10) The CONSULTANT shall be considered the OWNER representative at all levels of the project and take the leadership role on behalf of the OWNER at all phases of the project.
- 11) The CONSULTANT shall recommend any BEST PRACTICE to be included in the scope of work not included in this RFQ if beneficial to the OWNER in any phase of this project.
- 12) The CONSULTANT shall provide peer review for any Mechanical, Electrical, and Plumbing engineering as recommended throughout the project.
- 13) The CONSULTANT shall plan and continuously work with OWNER and DEVELOPER to ensure the facility is useable the maximum amount of time possible during the construction phase.

The project management team will assist the OWNER in managing the Architectural Firm (DEVELOPER) and the Construction Manager at Risk Firm (DEVELOPER) to ensure all services are performed in accordance with the contracts. The CONSULTANT will work with these firms to provide design/construction management services related to the renovation and expansion of the Convention Center. The project could potentially be broken down into phases, in this case the project management firm will act as the OWNER representative during the design and construction phases, so they will be precluded from self-performing any portions of design or construction.

The CONSULTANT will prepare any RFQ, RFP, or Invitation to Bid documents required in consultation with the OWNER's Legal Counsel, necessary for this project. The consultant will guide the owner through the selection and evaluation process of all proposals received in response to any RFQ, RFP, or Invitation to bid documents related to this project. The CONSULTANT shall assist in the review and evaluation in a manner that does not disclose the contents of the proposals during the selection process to any persons other than the OWNER. The CONSULTANT will assist in negotiating with the best-value proposer.

Design Process

1. The CONSULTANT shall assist the OWNER in obtaining required approvals from electric, gas, water, sanitary, or storm sewer and any other governmental agencies having jurisdiction and in accordance with this project.
2. The CONSULTANT shall be responsible for reviewing the completeness and accuracy of the documentation related to project requirements necessary for the construction of the project provided by the DEVELOPER.
3. The CONSULTANT shall attend regular project coordination meetings, to be held between the CONSULTANT and DEVELOPER during the design phase.
4. The CONSULTANT shall attend monthly OWNER meetings as required to provide updates to the OWNER (City Council and City Administration).
7. The CONSULTANT shall oversee the preparation of design development documents addressing architectural, structural, mechanical & electrical systems, materials and other appropriate elements.
8. The CONSULTANT shall provide design review for code compliance.
10. The CONSULTANT shall participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review and evaluate all Construction Documents submitted by DEVELOPER and its consultants for compliance with Owner's design guidelines, detailed program needs and performance specifications.

Construction Documents Phase

1. The CONSULTANT shall oversee the preparation of the final Construction Documents addressing all project elements.
2. The CONSULTANT shall conduct design review meetings and project management meetings with the OWNER to update on progress, clarify new scope, and finalize plans.

3. The CONSULTANT shall coordinate with governmental entities for any building or statutory reviews and other approvals as required.
4. The CONSULTANT shall prepare construction documents, cost estimates, conduct reviews of DEVELOPERS cost estimates, reconcile, and take action to keep costs under control.
5. The CONSULTANT shall receive Guaranteed Maximum Price (GMP) proposal, evaluate, negotiate, and recommend acceptance.

Construction Administration

1. The CONSULTANT shall conduct construction update meetings at the construction site on a weekly and as-needed basis.
2. The CONSULTANT shall continue to work with OWNER and DEVELOPER to ensure the facility is useable the maximum amount of time possible during the construction phase.
3. The CONSULTANT shall evaluate request for proposed Change Orders and Construction Changes Proposals and make recommendations.
4. The CONSULTANT shall provide continues monitoring related to construction progress/activities and advise OWNER of any observations of non-conforming scope or quality workmanship.
5. The CONSULTANT shall conduct site visits and inspections to review work in place and report in a standard format to OWNER with reference to facilities standards/specifications, scheduling and budgets.
6. The CONSULTANT shall review compliance with all plans, specifications and required terms and conditions and report to OWNER on status.
7. The CONSULTANT shall assist OWNER in contracting with Independent Testing Firms and review testing program results.
8. The CONSULTANT shall provide field and quality assurance oversight.
9. The CONSULTANT shall review approved submittals and obtain OWNER approvals when needed.
10. The CONSULTANT shall track the Guaranteed Maximum Price savings balance and plan for its use or recapture.
11. The CONSULTANT shall evaluate payment applications and make recommendations to OWNER on approval of requests for progress payments.
12. The CONSULTANT shall perform final inspections and review the punch list work.

Project Closeout

13. The CONSULTANT as part of the basic services, shall advise the OWNER of any deficiencies in construction of the facility and recommend remedial action throughout the project so adjustments and corrections can be made.
14. The CONSULTANT shall plan for furnishing procurement and building turnover.
15. The CONSULTANT shall review the results of the HVAC Test and Balance for compliance with construction contract requirements.
16. The CONSULTANT shall monitor all pre-functional testing and check-out for compliance.
17. The Consultant shall oversee turnover of all certification documentation and submittals to proper agencies on behalf of the owner.

18. The CONSULTANT shall coordinate training of facility maintenance staff for familiarization with all systems.

Warranty and Occupancy

1. The CONSULTANT shall review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.
2. The CONSULTANT shall coordinate the post-construction six (6) month walkthrough.

Other Miscellaneous Services

3. The CONSULTANT shall provide technical advice to the OWNER during the development and construction of this project.
4. The CONSULTANT shall work for the OWNER and shall serve as the liaison between the OWNER and the DEVELOPER during the term of the project.
5. The CONSULTANT will coordinate with DEVELOPER so as to the DEVELOPER may comply with all federal, state and local laws, rules, regulations and ordinances that are applicable and shall fulfill all the requirements set forth in the General Provisions.
6. The CONSULTANT shall endeavor to secure compliance by DEVELOPER with contract requirements and make reasonable effort for ensuring that the DEVELOPER meets all construction deadlines and report to the OWNER any schedule milestones not being achieved.

SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet all requirements and specifications of this RFQ. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements of this RFQ.

The SOQ must be submitted in hard copy. Proposer shall submit 1 original and 4 copies of the entire proposal, plus 1 digital copy (on a thumb drive).

The City of South Padre Island requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, Proposers shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review.

Any SOQ that does not meet all of the minimum requirements contained herein will be considered non-responsive and will not be evaluated. These minimum requirements are considered pass or fail criteria and includes:

1. **SOQ must be received by the due date and time;**
2. **Certification must be signed and returned with SOQ; including acknowledgement of any addenda issued.**

SOQ's that pass the minimum requirements listed above will be evaluated, rated, and ranked, in accordance with the criteria provided below. The City may request additional information, site visits, interviews, or presentations from the Firm as part of the evaluation process.

The proposal format shall be clearly identified in the responses and conform to the criteria as outlined in "A" through "H" of each the criteria listed below.

Points are 1-5, with 5 being the highest scores. Each category is weighted differently.

A. Firm Introduction (1-5 points) 5% Weight

Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. The Proposer must be an accredited and licensed Architect or Engineer e

B. Demonstrate the competence and qualifications of the individual who will be directly responsible for the management and delivery of the proposed work. (1-5 points) 25% Weight

City is interested in the individual's experience as a project manager on projects similar to that described in the solicitation. Only one individual should be designated at the time of submission and must be employed by the Firm and not by a sub-consultant. Demonstrate project management experience, technical competency, qualifications and compliance with legal requirements.

- (a) documented specialized design expertise demonstrating such specialized capabilities pertinent to similar work experience as described in the solicitation by the individual;
- (b) descriptions and examples of specific projects or studies of a similar nature by the individual as described in the solicitation and their role in the work.
- (c) educational background;
- (d) license status, to include Texas registration number and expiration date of architect, engineer, or surveyor assuming professional responsibility on the project or study;
- (e) formal project management training and any certifications or accreditations offered by the Project Management Institute;
- (f) technical publications including books, papers or presentations.
- (g) experience specifically related to the construction or renovation of convention centers.
- (h) experience specifically related to renovations of facilities while still in use.
- (i) experience specifically related to construction projects in coastal environments.

C. Demonstrate the technical adequacy of the personnel and sub-consultants to be utilized for the proposed work (1-5 points) 10% Weight

City is interested in the technical qualifications and experience of the individual project team members of the Firm or sub-consultant firms who will actually be performing work on the project or study described in the solicitation. Demonstrate technical competency, qualifications and compliance with legal requirements.

- (a) documented specialized design expertise demonstrating such specialized capabilities pertinent to similar work experience as described in the solicitation by the individuals;
- (b) descriptions and examples of specific projects of a similar nature by the individuals as described in the solicitation and their role in the work;
- (c) educational background;

- (d) license status, to include Texas registration number and expiration date of architects, engineers, or surveyors performing work and supervising subordinates in the production of design or study efforts;
- (e) technical publications including books, papers or presentations.
- (f) experience specifically related to convention centers.
- (g) experience specifically related to renovations of facilities while still in use.
- (h) experience specifically related to construction projects in coastal environments.

D. Demonstrate the experience of the Firm based upon previous work similar to that of the type considered (1-5 points) 20% Weight

City is interested in the Firm's history with similar projects as described in the solicitation. **List no more than five projects meeting these criteria which have been completed within the last five years.** Include the project or study description, name of the team leader, description of the Firm's role, cost of the project or study, year of the work, and name and phone number of the agency contact who can respond to questions about the work.

- (a) applicability of projects similar in nature as described in the solicitation;
- (b) role of firm with the project.
- (c) experience specifically related to convention centers.
- (d) experience specifically related to renovations of facilities while still in use.
- (e) experience specifically related to construction projects in coastal environments.

E. Demonstrate the success of the Firm based upon the record of performance on other projects (both City of South Padre Island projects and projects for other entities) (1-5 points) 25% Weight

City is interested in the Firm's success and performance record related to projects or studies for the City of South Padre Island or other entities. List no more than five projects total. Projects other than those listed in Consideration Item (D) may be submitted which are not necessarily similar in nature to those described in the solicitation. For other projects or studies to be considered, include the project or study description, name of the team leader, and description of the Firm's role.

- (a) number of change orders;
- (b) examples of innovative solutions that resulted in a cost savings during construction and/or operation;
- (c) responsiveness during construction and commitment to continued involvement throughout the life of the project.
- (d) Include references from other clients in this section from similar-sized projects.

F. Workload Capacity and History of Performing Work Within a Specified Schedule (1-5 points) 10% Weight

City is interested in the ability of the Firm to dedicate the necessary resources to the work described in the Scope of Work. City reserves the right to visit the location of the Firm to verify the capabilities and resources. Include projects listed in Consideration Item (D) or Consideration Item (E) to demonstrate the firm's ability to deliver projects within a specified schedule.

- (a) capabilities of the proposed project team and approach for handling multiple projects simultaneously at various stages of development;
- (b) demonstrate the Firm's ability to deliver projects within a specified schedule;
- (c) contingency plan and ability of the Firm to sustain a loss of a key team member without compromising project quality, schedule or budget considerations.

H. Proposed Approach for Management of the Project (1-5 points) 5% Weight

City is interested in the team's organizational structure and work plan for accomplishing the work as described in the Scope of Work.

- (a) organization and structure of the project team including percentage of work proposed to be done by sub-consultants;
- (b) work plan indicating detailed approach for accomplishment of project, identified options, and proposed solutions;
- (c) approach to project management;
- (d) proposed project schedule should be supplied identifying the beginning and ending of each phase of the work proposed for this project.

EVALUATION and SELECTION PROCESS

The City has attempted to provide a comprehensive Request for Qualifications through this solicitation for the work contemplated. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

The City will first select the most highly qualified provider for the services on the basis of demonstrated competence and qualifications; and then attempt to negotiate with that provider a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider for the services, the City will formally end negotiations with that provider; select the next most highly qualified provider; and attempt to negotiate a contract with that provider at a fair and reasonable price. The City will continue this process to select and negotiate with providers until a contract is entered into.

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in this RFQ.

Clarity and Quality of Proposal

Pass/Fail

Firms must provide comprehensive responses to every section within this RFQ in the described format. It is not the intent of the City to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

To facilitate the evaluation process, the City will be scoring the Statement of Qualification per the following:

Criteria	Score (1-5 points) 5 being the highest	Weight
A. Firm Introduction	(1-5)	5%
B. Demonstrated competence and qualifications of the individual who will be directly responsible for the management and delivery of the proposed work.	(1-5)	25%
C. Demonstrated technical adequacy of the personnel and sub-consultants to be utilized for the proposed work.	(1-5)	10%
D. Demonstrated experience of the Firm based upon previous work similar to that of the type considered.	(1-5)	20%
E. Demonstrated success of the Firm based upon the record of performance on other projects (both City of South Padre Island projects and projects for other entities). Includes References provided and check by the City of South Padre Island.	(1-5)	25%
F. Workload Capacity and History of Performing Work Within A Specified Schedule	(1-5)	10%
G. Proposed Approach for the Management of This Project	(1-5)	5%

The weighted scored will be calculated as: (Score for Category) x (Weight for Category). The total scores will be calculated as: Sum of all weighted scores to determine the most qualified firm (proposer).

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFQ. Further, Firms acknowledge that subjective judgements must be made by the City during this process.

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all SOQs received as a result of this RFQ.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Proposer(s) it deems to be most qualified to fulfill the needs of the City.
- Terminate the RFQ process.

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Proposer, and that the contents of this Proposal have not been communicated to any other Proposer prior to the official opening. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Proposer certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____