

CITY OF BEASLEY



**REQUEST FOR PROPOSALS
FOR
PARK IMPROVEMENT PROJECT
September 25, 2023**

Proposals must be received by the City of Beasley prior to
3:00 p.m. local time on Thursday, October 26, 2023 at:

City of Beasley
319 S. 3rd St.,
Beasley, TX 77417
Attn: Procurement

Proposals will be opened publicly on October 27, 2023 at 9:00 AM CDT in the City Hall
front conference room, 319 S. 3rd St., Beasley, TX 77417.

With this Request for Proposals (“**RFP**”), the City of Beasley (“**City**”) is requesting a proposal (“**Proposal**”) from any qualified consultant (“**Proposer**”) for the following:

Park Improvement Project (“**Project**”)

The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of Proposer to perform the work or provide the services described in this RFP, in conformity with the requirements of this RFP. The Proposal should demonstrate the qualifications of the Proposer and of the particular staff to be assigned to this project. It should also specify a specific approach that will meet the RFP requirements.

The successful Proposer will be expected to execute a Professional Services Agreement

1. Introduction

1.1 About the City of Beasley

Located 20 miles southeast of Sugarland, the City of Beasley consists of approximately 992 residents, and the City’s boundaries encompass an area of approximately 1.1 square miles. The City was incorporated in 1894.

1.2 Project Description

The City is looking to design and construct a playground and other park features at No Name Park, located 225 S. 5th Street. No Name Park is approximately 1.6 acres of unimproved land. The City owns other park sites within the corporate limits and reserves the right to modify the Project location for all or some portion of the Project, subject to approval of the site by the Proposer awarded the contract, such approval to be conditioned only on the appropriateness of the site for completion of the Project and not to be unreasonably withheld.

1.3 Project Schedule

The City desires the Project to be completed as soon as possible, but in no event later than May 15, 2024; provided, however, the City and Proposer awarded the contract may agree that certain portions of the Project be started and completed at a later date. Proposers that are not able to meet the May 15, 2024 deadline are encouraged to submit proposals with an explanation of why this date cannot be met and what deadline the Proposer is able to meet as an alternative.

1.4 Project Budget

At this time, the Project budget is \$200,000, which is included in the City of Beasley Community Development Corporation budget, subject to approval by the City Council.

1.5 Project Goals

The City requests proposals that provide a playground for, at a minimum, toddlers and elementary school aged children, and any other park features that Proposer recommends to provide community use of the park by a wide age range of children, provided the proposal can be completed within the City's Project budget and Project Schedule. The City desires to provide value to the community with low maintenance costs in the future.

2. Scope of Required Services

2.1 Summary of Services

The following provides an outline of the scope of services to be provided to the City:

Task 1: Meet with City Staff and analyze site conditions

Task 2: Consult on and Suggest Park Improvements

Task 3: Construct Park Improvements

Although the full scope of work shall be negotiated in a Professional Services Agreement, a copy of which is attached hereto as Attachment "3", the Proposer will be expected to fulfill, at a minimum, the services and technical requirements described in the Scope of Services, attached hereto as Attachment "1".

2.2 Fees

The City will negotiate with the selected Proposer a fee for the services identified in this RFP. The fee is anticipated to be broken down into multiple phases, i.e. Planning and Construction. If negotiations fail with the Propser chosen by the City, negotiations will then commence with the next highest rated Proposer and so forth.

3. Project Schedule and RFP Timeline

Timetable for Reviewing and Evaluating Proposals and proposed Project Schedule:

1.	RFP Release	September 25, 2023
2.	Preproposal Requests for Clarification Due	October 19, 2023
3.	Proposal Due Date	October 26, 2023
4.	Bid Opening	October 27, 2023
5.	Anticipated Final Selection	On or before November 15, 2023
6.	Complete Contract Negotiation	December 31, 2023
7.	Project Start	January 15, 2024
8.	Project Completion	May 15, 2024

4. Proposal Requirements

4.1 Notice to Proposers

Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Proposer must submit Form CIQ (Attachment 2) with the proposal submission.

In compliance with State of Texas Government Code, Section 2252.908, the successful Proposer awarded a contract by the City must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us

The City may cancel the agreement without liability to the City if it is determined that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of the City with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such an agreement. In the event this agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

During this proposal process, proposer shall not contact any City officers or staff except those designated in the text of this RFP or subsequent addendums or correspondence. Non-compliance with this provision may result in rejection of the proposal. Any material information given to one proposer concerning a proposal will be furnished by an addendum to all proposers who have been issued an RFP.

4.2 Proposal Format

Proposer’s Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

Proposer must submit one (1) complete color copy of the Proposal and one complete color electronic copy of the Proposal in pdf format (electronic copy may be submitted via email or on flash drive). Proposal shall be organized, tabbed, and numbered in the order presented below:

- a) Transmittal Cover Letter. Please include a summary of your firm’s Proposal in a clear and concise manner. The transmittal letter must include a statement that the proposal remains valid for a period of at least ninety (90) days from the date proposals are due under this RFP.

- b) Identification of Proposer. Proposer's legal name, background, and contact person, including corporate office and local office address, city, state, zip code, telephone number, fax number, web site address, and e-mail address.
- c) Project Proposal. Include a detailed cost proposal to accomplish the scope of work in accordance with Project goals within the Project schedule and Project budget (including any professional services anticipated to be need, such as engineering, architectural, etc.). Proposer must include detailed line-item costs for each task associated with completion of the Project as proposed. Proposer must submit a draft site plan and description of proposed equipment and features proposed to be constructed or installed under the Proposal. Proposer may include up to three (3) proposal alternatives providing for different park features, playground equipment and/or Project layout (ex., Option 1 with water fountain, slide and swings; Option 2 with lighted basketball court and playground area, etc.). Each Proposal alternative must include a site plan, description and line-item budget. Proposer must include a brief description of the future (i.e., 1-10 year) maintenance requirements associated with each Proposal alternative.
- d) Subcontractors. Proposer may subcontract parts of the Project if necessary, but must include the information required under this Section 4.2 for each subcontractor, in addition to and as part of Proposer's submittal. Proposer may not change subcontractors without the prior written approval of the City and any new subcontractor must: (i) have substantially similar experience as prior subcontractor, and (ii) honor original line item budget submitted on behalf of prior subcontractor.
- e) Personnel. Names and specific qualifications, experience, skill set fit, and appropriate licenses held, if applicable, of the primary staff to be assigned to the Project.
- f) References and Experience. Provide a minimum of three (3) professional references regarding the Proposer's experience and performance performing related work completed within the past twenty-four (24) months. Include the following information: (1) Organization contact name, phone number, e-mail address; and (2) Project size and description, if applicable, and description of services. Also provide a list of representative projects undertaken by Proposer in the last 5 years demonstrating experience with similar projects or projects including similar aspects or tasks.
- g) Deviations from the RFP. Detail any proposed deviations from the scope of services or any other requirement specified in this RFP, if applicable. In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP and that it will accept

the terms and conditions of the Professional Services Agreement, attached hereto as Attachment "3". If any exceptions are taken, such exceptions must be clearly noted in the Proposal and may be reason for rejection of the Proposal. As such, Proposer is directed to carefully review the proposed Professional Services Agreement and, in particular, the insurance and indemnification provisions therein, which will not be modified.

4.3 Submittal Instructions

To be considered, the City must receive from Proposer four (4) complete copies of the Proposal, at the address set forth below, prior to **3:00 p.m. local time on Thursday, October 26, 2023**. The Proposals must be sealed in an envelope. Proposer's name and address shall appear in the upper left hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g. Envelope 1 of 3, as required. Proposals shall be submitted at the following address, whether in person, by mail or by courier:

City of Beasley
319 S. 3rd St.,
Beasley, TX 77417
Attn: Procurement

5. Insurance and Bond Requirements

5.1 Provision of Insurance

The successful Proposer shall carry and maintain, at the successful Proposer's expense, at all times during the term of the agreement not less than the coverage and limits of insurance set forth in Article 8 of the Professional Services Agreement (Attachment "3"), which shall be maintained with insurers and under forms of policies satisfactory to the City. A summary of these requirements follows:

Commercial General Liability - limit \$1,000,000 per occurrence, \$1 million aggregate to cover bodily injury and property damage.

Commercial Automobile Liability - limit \$1,000,000 per occurrence, \$1 million aggregate to cover bodily injury and property damage.

Workers' Compensation Insurance - Statutory Limits of State of Texas

Prior to award of the Professional Services Agreement, the successful Proposer shall submit proof of insurance to the City, subject to approval by the City Attorney. Insurance required pursuant to this agreement shall be endorsed as follows:

- a) Except for workers' compensation and professional liability insurance policies, name the City of Beasley, its directors, officials, officers, employees, agents and volunteers as additional insureds.

- b) State that such insurance is primary insurance as respects the interests of the additional insureds and that any other insurance maintained by the additional insureds is excess and not contributing insurance with the insurance required hereunder.
- c) Provide that this policy may neither be canceled nor the amount of the coverage thereof reduced until 30 days after receipt by the City of a written notice of such cancellation or reduction of coverage, including a 10-day notice of nonpayment of premium, as evidenced by receipt of a registered letter.
- d) The insurance company shall be an admitted carrier in the State of Texas with an A.M. Best rating of A-VIII or better.

In addition, the insurance shall be reasonably satisfactory to the City in all other respects.

5.2 Provision of Bonds

The successful Proposer will be required to provide payment, performance and/or maintenance bonds in accordance with applicable state law.

6. Evaluation Process

6.1 Evaluation Criteria

Proposals that meet the submittal requirements will be selected for further evaluation and negotiations by the City. Selection of the top proposals shall be based on the following criteria:

- a) Costs 30%
- b) Experience with Similar Projects 20%
- c) Proposals match to City Goals for the Project 30%
- d) References and Qualifications 10%
- e) Future Maintenance Requirements associated with Proposals 10%

At the conclusion of the Proposal solicitation period, the City will review each submission, and then rank the Proposals according to evaluation criteria. Upon determination of the highest ranked firm, the City will endeavor to negotiate a mutually agreeable fee with the selected firm. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next firm selected by the City.

Proposers should note that the lowest cost proposal is not the sole

determining factor in the final selection.

6.2 Award of Contract

If awarded, the contract will be awarded on the basis of evaluation criteria listed above, as such may be amended by any addendums that are issued by the City. The City reserves the right to reject all proposals and to contract for services in the manner that most benefits the City including awarding more than one contract if desired. Further, the City reserves the right to award portions of the Project to multiple Proposers with certain portions of the Project apportioned to each Proposer, subject to an individual budget applicable to each portion of the Project of not less than \$100,000 and subject to approval of each Proposer awarded any portion of the Project.

7. Requests for Clarifications

All questions, interpretations or clarifications, either administrative or technical must be requested in writing by email and directed to:

Misty Tiemann, City Secretary via email at: Beasley@Cityofbeasley.Com

All written questions will be answered in writing and conveyed to all firms on the Proposer's List. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 5:00 p.m. local time on Thursday, October 19, 2023.

8. General Provisions

Proposer is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. The City reserves the right to reject any or all Proposals or to select the Proposal most advantageous to the City. The City reserves the right to verify all information submitted in the Proposal and to request additional information from any and all Proposers, including but not limited to personal or corporate financial statements or other financial documentation.

8.1 Amendments to RFP.

The City reserves the right to amend the RFP or issue to all Proposers a Notice of Amendment to answer questions for clarification.

8.2 No Commitment to Award.

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

8.3 City's Right to Waive Defects.

The City also reserves the right to waive all informalities and defects in the proposal and the process not involving price, time of submittal or changes in the Work and to negotiate contract terms with the Successful Proposer. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the proposal, the City reserves the right to consider the most advantageous proposal thereof or to reject the proposal.

8.4 Amendments to Proposals.

No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Proposer may modify or amend its Proposal only if the City receives the amendment prior to the deadline stated herein for receiving Proposals.

8.5 Non-Responsive Proposals.

A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal. The City shall have sole discretion in determining the completeness of each Proposal.

8.6 Late Proposals.

The City will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. Any late or incomplete Proposals may not be considered.

8.7 Costs for Preparing.

The City will not compensate any Proposer for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of the City. The City will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

8.8 Public Documents.

All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.

8.9 No Exceptions.

Submission of a Proposal constitutes acceptance by Proposer of the conditions contained in this RFP and the Professional Services Agreement, should Proposer be selected.

ATTACHMENT 1 SCOPE OF SERVICES

Task 1: Meet with City Staff and analyze site conditions

- Analyze the existing condition of the facilities at the Project site, such as infrastructure and infrastructure capacity (water, sewage, gas and electric). This assessment shall include, but is not limited to analysis of soil and geotech conditions, if applicable, a structural and ADA analysis of the park

Task 2: Consult on and Suggest Park Improvements

- Analyze the location of park elements to identify if this is the most efficient use of space and how to minimize impact of activities in the park to the adjacent residents through the location and design of various elements.
- Prepare multiple site and landscape plans, as needed.
- Develop a complete set of bid and construction documents, specifications, and drawings.
- Attend submittal review meeting with City staff and CDC, if necessary (up to 2-3 meetings).
- Deliver the following: one (1) hardcopy and one (1) electronic copy of the complete bid documents (plans, specifications, site rendering, etc.) to the City; and one (1) electronic copy of all other documents necessary for completion of the Project under this RFP or created in connection with the Project under this RFP.

Task 3: Construct Park Improvements

- Prepare documents for any and all permits or approvals, as needed; obtain all permits or approvals needed to complete construction of the Project.
- Attend CDC and/or Council meeting, as required (up to three meetings).
- Perform services necessary for the construction and administration of the Project, including but not limited to the following services:
 - Provide recommendations to address changed or unknown conditions that may appear during construction.
 - Prepare and submit pay application requests to the City.
 - Review and make recommendations to the City on shop drawings, product submittals, test results and other submittals.
 - Prepare change orders, and extra work orders for contractor and make recommendations for their approval.
 - Attend monthly construction progress meetings, as necessary.
 - Provide “As-Built” plans and specifications. “As-Built” plans and specification shall be submitted as one (1) hard copy and one (1) electronic copy
 - Obtain final certificate of completion for Project from the City
 - Provide maintenance bond, if required by law

ATTACHMENT 2 CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>LI Name of vendor who has a business relationship with local governmental entity.</p>		
<p>E Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>LI Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>...iJ Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p>		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;">Yes _____ No _____</p>		
<p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;">Yes _____ No _____</p>		
<p>I Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>^{6]} Check this box if the vendor has given the local government officer or a family member as of the officer one or more gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> <p style="text-align: center;">_____</p>		
<p>LI</p>		
Signature of vendor doing business with the governmental entity		Date

ATTACHMENT 2 CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.