THE CITY OF BURLESON TEXAS

REQUEST FOR QUALIFICATIONS

Reference Number: RFQ 2026-017

Project Title: PROFESSIONAL SERVICES: ARCHITECTURAL, ENGINEERING, RIGHT-OF-WAY ACQUISITION, AND SURVEYING SERVICES

ANTICIPATED SCHEDULE	
RFQ Issue Date	**March 31, 2026**
Statement of Qualifications (SOQs) Due	**March 31, 2031 @ 5:00 PM**

Statements of Qualifications will be accepted on a rolling basis through March 31, 2031. The City may periodically review and evaluate SOQs received and may add firms to the pre-qualified list at it's discretion.

Important Information

The City of Burleson will receive sealed statements of qualifications (SOQ) for the services specified until the deadline indicated above. SOQ will be accepted electronically through the City's e-procurement system, Euna Solutions, formerly Bonfire, at https://burlesontx.bonfirehub.com **(registration required).** ***Extensions will not be granted. Late submittals will not be accepted.***

Questions and requests for additional information should be made in writing and shall be directed to the Purchasing Manager via https://burlesontx.bonfirehub.com**.**

Any interpretations, corrections, clarifications, or changes to this Request for SOQ or specifications will be issued via addendum. Addenda will be posted at https://burlesontx.bonfirehub.com. It is the responsibility of the Respondent to monitor the Bonfire website for addenda. **Respondents shall acknowledge receipt of each addendum by submitting a signed copy with their SOQ.** *Oral explanations will not be binding.*

The City of Burleson reserves the right to reject any proposal in its sole discretion, for any reason and for no reason, and to waive defects in proposals. No officer or employee of the City of Burleson shall have financial interest, direct or indirect, in this or any contract with the City of Burleson. Minority and small business vendors are encouraged to submit bids/proposals on applicable City solicitations.

TABLE OF CONTENTS

Request for Qualifications

1. Introduction.....1
2. Definitions 1
3. General Information.....1
4. RFQ Withdrawals and/or Amendments.....3
5. SOQ Submittal Requirements 3
6. SOQ Evaluation and Contract Award..... 4

Appendix A – Scope of Services

1. Scope of Services Descriptions …… A-1

Appendix B –Statement of Qualifications

1. Cover Page for Online Submittals ……..… B-1
2. Required Information ……...….... B-2-5

Appendix C – Standard Terms & Conditions

1. Contract Terms & Conditions ……C-1

1. Introduction

A. Project Overview:

The City of Burleson, Texas ("City") seeks to pre-qualify architectural and engineering (A/E), surveying, and right-of-way acquisition firms licensed to practice in the State of Texas to provide professional services on an as-needed basis for a five-year period from April 1, 2026 through March 31, 2031.

Firms that demonstrate the qualifications and experience necessary to meet the City's needs may be placed on a pre-qualified firms list. When professional services are required, the City may select a firm from the pre-qualified list based on the specific scope and requirements of the project. Placement on the pre-qualified list does not guarantee selection or the award of a contract.

2. Definitions

Statement of Qualifications (SOQ):

The complete submission provided by a Respondent in response to this RFQ, including all required forms and supporting documentation identified in Appendix B – Statement of Qualifications.

Respondent:

The Respondent and the Respondent's designated contact signing the first page of the SOQ.

City of Burleson ("City"):

The City of Burleson, Texas.

Project:

The name of this Request for Qualifications as identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Manager:

The City of Burleson Purchasing Manager is Andrea Anderson

Phone: (817) 426-9847
E-Mail: purchasing@burlesontx.com

Request for Qualifications (RFQ):

The entirety of this document, including all Appendices and Addenda.

3. General Information

A. Professional Service:

This solicitation is issued pursuant to Texas Government Code Chapter 2254, the Professional Services Procurement Act, and seeks professional services as defined under Section 2254.002.

B. No Price Information:

The selection of a Respondent under this RFQ shall be in accordance with Chapter 2254 of the Texas Government Code. **Do not include any price information within the submission. Submissions containing price information will be automatically disqualified.**

C. Public Information:

The City strictly adheres to the Texas Public Information Act (Texas Government Code

Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFQ information. SOQs are not available for public inspection until after contract award. If the Respondent has notified the City in writing that the SOQ contains trade secrets or confidential information, the City will take reasonable steps to protect such information in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information in response to a public information request.

The City of Burleson reserves the right to retain all Statements of Qualifications (SOQs) submitted and to use any ideas contained therein, whether or not the SOQ is selected. Submission of a SOQ constitutes acceptance of the conditions and requirements contained in this RFQ unless clearly and specifically noted in the SOQ and subsequently confirmed in a written agreement executed between the City and the selected firm.

D. Notification of Errors or Omissions:
Respondents shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFQ. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

E. Anti-Boycotting Provisions:
Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

i. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Respondent acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

ii. Pursuant to SB 252, 85th Texas Legislature, Respondent agrees per SB 252 Respondent shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Burleson.

iii. Pursuant to SB 13, 87th Texas Legislature, Respondent certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Respondent acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

iv. Pursuant to SB 19, 87th Texas Legislature, Respondent certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Respondent acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

v. Pursuant to SB 2116, 87th Texas Legislature, Respondent agrees per SB 2116 it is not owned by or the majority of its stock or other ownership interest is held or

controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country

4. RFQ Withdrawals and/or Amendments

A. RFQ Withdrawal:
The City reserves the right to withdraw this RFQ in its sole discretion, for any reason or for no reason.

B. RFQ Amendments:
The City reserves the right to amend any aspect of this RFQ by formal written addendum prior to the Proposal submittal deadline and will make reasonable attempt to notify all potential Respondents, but failure to notify shall impose no obligation or liability on the City.

5. SOQ Submittal Requirements

A. Submission Method:
Statements of Qualifications (SOQ) must be submitted electronically through the City's e-procurement system, Euna Solutions (Bonfire), at: https://burlesontx.bonfirehub.com/login.

Respondents must register for a free account in order to submit documents. It is the Respondent's responsibility to ensure that the submission is complete and successfully uploaded prior to the submission deadline.

B. Submission Deadline:
Statements of Qualifications will be accepted on a rolling basis through **March 31, 2031 at 5:00PM CST. Late submissions will not be accepted.**

The City may periodically review submissions and may add firms to the pre-qualified list at its discretion.

C. Required SOQ Content

Each Statement of Qualifications (SOQ) shall be submitted as one (1) consolidated document and uploaded to Bonfire as a single file labeled "Statement of Qualifications (SOQ)", organized in the order outlined below:

- Completed **Appendix B - Cover Page & Respondent Authorization**
- Narrative demonstrating compliance with minimum qualifications in the specified area(s) of design work for which the firm is submitting qualifications.
- Respondents shall clearly identify each applicable discipline they are seeking qualification for on Page B-2.
- Brief history of the firm, including parent company information, if applicable.
- List of office locations and identification of the office(s) that will provide services to the City.
- List of personnel who may perform work for the City, including summaries of their

licenses, qualifications, and relevant experience.

- Representative list of projects demonstrating the firm's capabilities and areas of specialization, including a brief description of services provided and the firm's role (prime or sub-consultant).
- A minimum of five (5) professional references familiar with the firm's ability to perform the requested services, including contact names, email addresses, phone numbers, and a brief description of services provided.

D. SOQ Received Late:

Respondents are encouraged to submit their SOQ as soon as possible. The time and date of receipt as recorded within the Bonfire electronic system shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late SOQ will not be considered under any circumstances.

E. Alterations or Withdrawals of SOQ Document:

Any submitted SOQ may be withdrawn or a revised SOQ substituted prior to the submittal deadline. SOQ documents cannot be altered, amended or withdrawn by the Respondent after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Manager.

6. SOQ Evaluation and Contract Award

A. Responsiveness Review:

Statements of Qualifications will first be reviewed to determine whether the submission complies with the administrative and material requirements of this RFQ. Submissions deemed to be incomplete or non-responsive may be rejected at the City's discretion.

B. Responsibility Determination:

The City will determine whether a Respondent is responsible and capable of performing the required services. A responsible Respondent is one that has adequate financial resources (or the ability to obtain such resources), can comply with required performance schedules, and is a qualified and established firm regularly engaged in providing the services described in this RFQ.

C. Evaluation of Qualifications:

The City will evaluate all responsive Statements of Qualifications (SOQs) to determine which possess the competence, qualifications, and experience necessary to perform the services described in this RFQ.

During the evaluation process, the City may request clarification or additional information from Respondents and may allow the correction of errors or omissions when doing so is in the City's best interest. At the City's discretion, Respondents may also be invited to participate in interviews or presentations.

D. Negotiations

Firms meeting the minimum qualifications may be evaluated and placed on a pre-qualified firms list in any grouping as determined by the City. Placement on the list does not guarantee the award of any specific project or a minimum amount of work.

When professional services are required, the City may select a firm from the pre-qualified list and enter into negotiations for a project-specific agreement based on the scope of services, qualifications,

availability, and the needs of the City. If the City is unable to successfully negotiate a fair and reasonable agreement with the selected firm, the City may terminate negotiations and negotiate with another qualified firm from the pre-qualified list.

E. If an agreement is reached, a formal written agreement, including required insurance documentation, will be prepared. Depending on the nature and value of the services, the agreement may require approval by the City of Burleson City Council. No agreement shall be considered final until the City Council takes formal action at a properly posted public meeting, if such approval is required.

F. Contract Award

Award of the contract shall be based on demonstrated competence and qualifications, and the City shall negotiate a fair and reasonable fee in accordance with Chapter 2254 of the Texas Government Code.

The City reserves the right to select one or more Respondents and may award one or more contracts based on the Statements of Qualifications received. In evaluating responses, the City will give due consideration to the demonstrated competence, knowledge, and qualifications of each Respondent to perform the services described in this RFQ.

The City may award multiple contracts, a single contract, or make no award, as determined to be in the best interest of the City. The City further reserves the right to negotiate with any qualified Respondent and may accept, reject, or negotiate modifications to any portion of a Respondent's submission, including proposed contract terms.

All qualifications statements meeting the intent of this RFQ will be considered for the pre-qualified list. Respondents taking exception to the specifications, terms and conditions, sample contract document, or offering substitutions shall state these exceptions by attachment as part of the qualifications statement. The absence of such a list shall indicate that the Respondent has not taken exceptions and the City shall hold the Respondent responsible to perform in strict accordance with the terms of this RFQ. The City reserves the right to accept any, all, or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

Qualifications statements must comply with all applicable federal, state, county, and local laws concerning these types of services.

The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

G. Contract Term

Firms determined to be qualified through this RFQ process may be placed on a pre-qualified firms list. Placement on the list does not guarantee the award of any specific project or a minimum amount of work. When professional services are required, the City may select a firm from the pre-qualified list and negotiate a project-specific agreement based on the scope of services, qualifications, availability, and the needs of the City.

H. Completeness:

If the SOQ is incomplete or otherwise fails to conform to the requirements of the RFQ, the City alone will determine whether the variance is so significant as to render the SOQ non-

responsive, or whether the variance may be cured by the Respondent or waived by the City, such that the SOQ may be considered for award.

I. Ambiguity:
Any ambiguity in the SOQ as a result of omission, error, lack of clarity or non-compliance by the Respondent with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFQ requirements and details provided in Appendix A – Scope of Services or Appendix B – SOQ, the Appendices shall prevail.

J. Additional Information:
The City may request any other information necessary to determine Respondent's ability to meet the minimum standards required by this RFQ.

K. Terminate for Cause:
The occurrence of any one or more of the following events will justify termination of the Contract by the City of Burleson for cause:

i. The successful Respondent fails to perform in accordance with the provisions of these specifications; or
ii. The successful Respondent violates any of the provisions of these specifications; or
iii. The successful Respondent disregards laws or regulations of any public body having jurisdiction; or
iv. The successful Respondent transfers, assigns, or conveys any or all of its obligations or duties under the contract to another party(ies) without written consent of the City.
v. If one or more of the events identified in subparagraphs i through iv occur, the City may terminate the contract by giving the successful Respondent seven (7) days written notice. In such case, the successful Respondent shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Respondent shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
vi. When the contract has been terminated by the City, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

L. Terminate for Convenience:
The City reserves the right to terminate this contract, in whole or in part, without cause and for its convenience, upon thirty (30) days' prior written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to compensation for services satisfactorily performed up to the effective date of termination. No other costs or fees, including anticipatory profits, will be paid.

Appendix A – Scope of Services

A. Scope of Services Description

The City of Burleson seeks to establish a qualified pool of architectural and engineering (A/E), surveying, and right-of-way acquisition firms licensed to practice in the State of Texas to provide professional services on an as-needed basis from April 1, 2026 through March 31, 2031.

Firms that demonstrate through their Statement of Qualifications and interview, if requested, the ability to meet the City's needs will be placed on a pre-qualified firms list. When professional services are required, the City may select a firm from this list. The City reserves the right to issue a project-specific request for qualifications (RFQ) when the size, complexity, or scope of a project warrants such action, as determined solely by the City. Placement on the pre-qualified list does not guarantee selection or award of any project.

The City may conduct interviews with responding firms either:
1) Prior to placement on the pre-qualified list; and/or
2) Prior to selection from the pre-qualified list for a specific project.

In accordance with Texas Government Code, Chapter 2254, selection of a professional firm for a specific project will be based on demonstrated competence and qualifications to perform the required services at a fair and reasonable price. Project-specific selection criteria may include, but are not limited to, relevant project experience, past performance with the City, reputation with other public entities, availability of qualified staff, and responsiveness to project needs.

For firms selected from the pre-qualified list, the sample Professional Services Agreement included in the Bonfire solicitation documents will serve as the basis for all contract negotiations.

Compensation for each project will be negotiated with the selected firm and may be structured as a lump sum, task order, or other mutually agreed upon pricing structure. By submitting qualifications, firms affirm their ability to comply with all terms and conditions of the Contract Agreement, including the execution thereof.

By submitting qualifications, firms further affirm their ability to comply with the insurance requirements outlined in the sample Professional Services Agreement.

The City reserves the right to periodically request updated Statements of Qualifications from firms on the pre-qualified list to ensure qualifications remain current.

B. Sub-consultants

If a Respondent intends to utilize sub-consultants, the Respondent must clearly identify each sub-consultant and describe their role in the proposed services by uploading a completed Proposed Subcontractor List to the Requested Documents section. The primary Respondent

shall remain fully responsible for the performance of all services provided by its sub-consultants. Firms are encouraged to notify and coordinate with sub-consultants they routinely use regarding the availability of and requirements for this RFQ.

Appendix B – Statement of Qualifications (SOQ)

Submittal Checklist

The following items must be included for the SOQ to be considered complete:

_____Appendix B – SOQ Cover Page must be included in the SOQ

_____All items outlined in Section 5C

_____Conflict of Interest Questionnaire (Public files in Bonfire)

_____W9 (Public files in Bonfire)

All SOQ submitted to the City of Burleson shall include this page with the submitted SOQ.			
RFQ Number:	**RFQ 2026-017**		
Project Title:	**PROFESSIONAL SERVICES: ARCHITECTURAL, ENGINEERING, RIGHT-OF-WAY ACQUISITION, AND SURVEYING SERVICES**		
Submittal Deadline:	**March 31, 2031 @ 5:00 PM (CST)**		
Submit Electronically* to: https://burlesontx.bonfirehub.com/login * Requires email account login and password.			
Respondent Information:			
Respondent's Legal Name:			
Address:			
City, State, Zip Code			
Federal Employers Identification Number #			
Phone Number:		**Fax Number:**	
E-Mail Address:			

Respondent Authorization

I, the undersigned, have the authority to execute this SOQ in its entirety as submitted and enter into a contract on behalf of the Respondent.

Printed Name and Position of Authorized Representative: _____ Signature of Authorized Representative: _____

Signed this _____(day) of _____(month),_____(year)

Please select the service category(ies) for which your firm is seeking qualification under this contract:

- ☐ Building/Facility Architecture
- ☐ Public Safety (Police/Fire) Facility Architecture
- ☐ Landscape Architecture
- ☐ Parks, Playgrounds and Trail Design
- ☐ Civil
- ☐ Drainage
- ☐ Environmental
- ☐ Geotechnical and Material Testing
- ☐ Mechanical, Electrical and Plumbing (MEP)
- ☐ Structural
- ☐ Surveying
- ☐ Traffic Control & Analysis
- ☐ Transportation Infrastructure (streets, sidewalks, rail, etc.)
- ☐ Water and Wastewater Utilities Distribution and Collection
- ☐ Water Distribution Pump Stations and Storage Tanks
- ☐ Wastewater Lift Stations
- ☐ Right-of-Way and Property Acquisition Services
- ☐ Project Management and Program Management
- ☐ Construction Engineering and Contract Management
- ☐ Federally funded projects (SRTS, CMAQ, etc.)
- ☐ Other (state below):

A. Eligibility for Award

Responsible Respondents must, at minimum, meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract prior to the beginning of work;
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- Have a satisfactory record, as determined by the City, of past performance;
- Have necessary personnel, management, and technical capacity and capability to perform any resulting contract requirements;
- In accordance with all applicable industry standards, hold any necessary license, certification, or permit required for conducting the business of the vendor and as contemplated by this RFQ;
- Have experience in competently performing similar contracts to those contemplated by this RFQ;
- Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the City; signing and submitting the qualifications statement is so certifying to such non-delinquency; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

A firm is not eligible to be considered for award of this solicitation, or any resulting contract, or to be a subcontractor of the Respondent or prime contractor if an employee of the firm assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that firm an unfair advantage over other Respondents.

As required by Texas Government Code §2252.903, Respondent certifies that its Texas franchise tax payments are current, or that it is exempt from, or not subject to, such tax.

B. Evaluation Criteria & Selection

Statements of qualifications will be reviewed for adequate experience and qualifications.

Fee negotiations will not occur until the most highly qualified firm is selected from the pre-qualified list of A/E firms.

The City will select the most highly qualified A/E firm from the pre-qualified list based on demonstrated competence and qualifications and then may attempt to negotiate a contract with that Respondent at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified Respondent, the City will formally end negotiations with that Respondent, select the next most highly qualified Respondent and attempt to negotiate a contract with that Respondent at a fair and reasonable price. The City will continue this process until a contract is executed.

The City reserves the right to reject any and all qualifications statements submitted and to waive any informalities in qualifications statements received. The City also reserves the right to request additional information from Respondents. The City will select the most highly qualified firm based on demonstrated competence and qualifications and will negotiate a contract at a fair and reasonable price.

The City shall not be liable to any Respondent for costs associated with responding to this RFQ, participating in interviews, or engaging in contract negotiations.

Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Respondent acting as a sole proprietor must also enter the Respondent's Social Security Number: #_____-_____-_.

1. **Compliance with HB 89:** Respondent agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

☐ **Yes, we agree** ☐ **No, we do not agree**

2. **Compliance with SB 252:** Respondent agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Burleson.

☐ **Yes, we agree** ☐ **No, we do not agree**

3. **Compliance with SB 13:** Respondent agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Burleson.

☐ **Yes, we agree** ☐ **No, we do not agree**

4. **Compliance with SB 19:** Respondent agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Burleson.

☐ **Yes, we agree** ☐ **No, we do not agree**

5. **Compliance with SB 2116:** Respondent agrees per SB 2116 it is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

☐ **Yes, we agree** ☐ **No, we do not agree**

Appendix C – Standard Terms & Conditions

1. ***CONTRACT TERMS AND CONDITIONS.*** ***EXCEPT WHERE RESPONDENT MAKES SPECIFIC EXCEPTION IN THE SUBMITTED SOQ, ANY CONTRACT RESULTING FROM THIS RFQ WILL CONTAIN THE TERMS AND CONDITIONS OUTLINED IN THE PROVIDED SAMPLE PROFESSIONAL SERVICES AGREEMENT, WHICH RESPONDENT HEREBY ACKNOWLEDGES, AND TO WHICH RESPONDENT AGREES BY SUBMITTING A SOQ.***