

REQUEST FOR QUALIFICATIONS
FOR
CONSTRUCTION MANAGER AT RISK
FOR THE NEW
DECATUR POLICE BUILDING

DUE October 31, 2022
BY 2:00 PM

Bid Number: 2022-004

Sealed submissions will be accepted by mail or hand delivery no later than **October, 31, 2022 by 2:00 PM** at the following physical or mailing address:

Mailing / Physical address:

City of Decatur
201 East Walnut Street
Decatur, Texas 76234

Attention of: Chief of Police Delvon Campbell

I. REQUEST FOR QUALIFICATIONS

Decatur, Texas (herein after referred to as the OWNER) is seeking a Construction Manager-at-Risk (hereinafter referred to as CMAR) using the two-step process authorized by Section 2269, Subchapter F, of the Texas Local Government Code, and invites the submittal of responses to this RFQ from qualified firms or teams (herein after referred to as RESPONDENTS) interested in providing CMAR services in connection with the design and construction of a new Police Building (herein after referred to as the PROJECT). OWNER intends to retain a highly qualified, capable firm to act as the CMAR during the design and construction of the Project for a fixed Guaranteed Maximum Price (GMP). OWNER will give prime consideration to the CMAR respondent with significant, recent experience in the management of projects similar to the proposed Police Building.

This RFQ is the first step of a Two Step process. This First Step involves submittal of qualification-based material per the following information (RFQ). The Second Step will involve interviews of shortlisted firms *only* along with fee information provided by each RESPONDENT. A sample of the fee information form that will be requested in Step Two has been included with this RFQ as a courtesy should your firm be short listed. Do not include a completed form in your submission for this RFQ.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

II. PROJECT DESCRIPTION

This project provides for construction of a new Police Building of approximately 31,400 square feet containing Administration, Dispatch, Records, CID, Patrol Division and Associated Support Services. The new Police Building is proposed to be located on a 7.8 acre site bound by East Charles Street, Hatcher Street and Thompson Street in Decatur, Texas.

III. PROJECT FUNDING

OWNER has set a total budget of approximately \$14,042,531 for this PROJECT, which includes all construction costs.

IV. PROJECT SCHEDULE

The floor plan and site plan have not been developed at this time. Bidding for the project is expected to start in fall of 2023. Construction is projected to begin within 60 days of an accepted Guaranteed Maximum Price (GMP) and an anticipated Substantial Completion in 14 months.

V. SCOPE OF WORK

The anticipated scope of work to consists of the following responsibilities:

- A. The CMAR will serve as an integral team member during the design process and throughout the construction process. The selected CMAR will be required to perform the basic construction management services for the PROJECT. Furthermore, the CMAR will be used, in conjunction with the design team, as the cost estimator and project scheduler. The CMAR will coordinate and cooperate with the Owner and Architect. The CMAR will generally serve as a technical resource to the OWNER throughout the PROJECT.

- B. Pre-Construction Service responsibilities include, but are not limited to:
 - 1. Schematic and design development cost estimating and value engineering
 - 2. Prepare and submit a constructability and scope review with the design development drawings and/specifications and an update with the 50% construction documents
 - 3. Development of a Construction Schedule
 - 4. Establish Budget by Bid Package for Construction Documents Phase
 - 5. Prepare Sub-Contractor Bid or Proposal Packages
 - 6. Conduct Sub-Contractor Pre-Bid Meetings
 - 7. Receive Sub-Contractor Bids
 - 8. Manage and prepare the Guaranteed Maximum Price (GMP) Documentation

- C. Construction Service responsibilities include, but are not limited to:
 - 1. Conduct Award of Contracts/Purchase Orders
 - 2. Provide Coordination and Management of Sub-contractors
 - 3. Develop and Provide Monthly Written Progress Reports
 - 4. Provide Change Order and Contingency Funds Control
 - 5. Establish a Quality Management Program
 - 6. Maintain and Update Project Schedule Every Two Weeks
 - 7. Provide for Job Safety Functions
 - 8. Provide Accounting Functions
 - 9. Provide Jobsite Security Functions
 - 10. Provide Post Construction Services, including implementation of close-out procedures
 - 11. Provide Value Engineering
 - 12. Warranty walk- through to occur one year after project completion

VI. SELECTION PROCESS

The selection of the CMAR is anticipated to include the following phases:

- A. After OWNER receives the responses to the RFQ, OWNER will review the qualifications. OWNER has the right to accept or reject any or all proposals in the best interest of the OWNER. The OWNER may establish an Evaluation Panel which will review the submittals and establish a short list final group to be interviewed based on the Selection Criteria set forth in this RFQ.

- B. The short list final group selected for interviews will be required to submit additional information (Phase 2, Fee Information and Exhibits A and B).
- C. The selected RESPONDENT(S) will be notified of a set time and interview format for purposes of further consideration.
- D. A final ranking of the interviewed RESPONDENT(S) will be established for the purpose of final contract negotiation.
- E. If a reasonable contract cannot be achieved with the preferred RESPONDENT, in the opinion of the OWNER, the RESPONDENT deemed to be the next most qualified may be invited for contract negotiations. This process will continue until the OWNER reaches an Agreement with a RESPONDENT or the OWNER decides to terminate process.
- F. The successful RESPONDENT will enter into a Construction Manager-at-Risk Agreement (“Agreement”) with the Owner. AIA Documents **A133-2009** with modifications and General Conditions A201 with modifications covering this PROJECT will be the form of the Agreement. Liquidated Damages of \$500 per day will be assessed for each day the project is not complete beyond the mutually agreed upon schedule at the time of the GMP for both the Substantial Completion date and the Final Completion date.

Note: The OWNER reserves the right to not enter into a contract with any respondent if it so chooses.

VII. NOTICE OF AGREEMENT REQUIREMENTS

- A. Upon execution of the Agreement, the CMAR must show ability to provide the insurance and bonds, including payment and performance bonds as required by Chapter 2253, Texas Government Code, and as described in the Agreement, including the requirements set forth in Section 406.096, Texas Labor Code, which requires written certification of workers' compensation insurance coverage for all entities providing services on a building or construction project for a governmental entity.
- B. The CMAR and all subcontractors must comply with the prevailing wage rate requirements described in the Agreement.
- C. The CMAR must select subcontractors or trade contractors in accordance with the terms of applicable law and the Agreement.

VIII. EVALUATION CRITERIA

The criteria used to evaluate the RFQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

- A. **Qualifications of Firm (20 Points)**
Qualifications of firm for similar projects, in particular as they relate to similar Police

Buildings or comparable Governmental projects. Additionally, any past work with The City of Decatur.

B. Team Members Experience on Similar Projects (20 Points)

Project experience of the particular individuals who would be assigned to this PROJECT. The individuals who will be working on the project for pre- construction services/estimating; project manager and superintendent.

C. Responsiveness to the RFQ (10 Points)

The provision of complete and thorough responses to all questions listed in the Qualifications Questionnaire and adherence to all directions related to the RFQ response.

D. Professional References (20 Points)

The past performance and reputation of the responder.

E. Cost Control (20 Points)

Demonstrated ability for developing accurate cost estimates consistent with completed projects. Provide schematic, design development, GMP or Bid and final cost for the five most recent completed projects of similar scope and size.

F. Financial Capability (10 Points)

Demonstrated financial capacity to complete the PROJECT.

This information should be in the form of a Financial Statement with latest Balance Sheet and Income Statement. This information should be submitted in a separate sealed envelope with same title as original package. This envelope will not count towards the 40-page maximum submittal requirement. This information will be reviewed by a Financial Representative of the OWNER.

IX. STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

All RESPONDENTS must provide the following information in the sequence and format prescribed by this questionnaire.

Please include an outside cover containing the name of the Project (“Request for Qualifications for Construction Management at Risk Services for the New City of Decatur – Police Building”), the name of the respondent, and the submittal date. A table of contents should be next, followed by tabbed dividers separating each of the following seven (7) sections:

A. Divider #1: Letter

The first page shall be a letter transmitting the response to the OWNER and stating that the Proposal set forth in it remains effective for a period of 90 calendar days. At least one copy of the transmittal letter shall contain the original signature of a Partner, Principal, or Officer of the RESPONDENT.

B. Divider #2: Firm Information

- a. Firm name, addresses, and telephone numbers of all firm offices.
- b. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.

- c. Names of principals in firm.
- d. Primary contact.
- e. Description of firm's organizational structure and different office locations if applicable.
- f. Brief statement of firm's corporate philosophy.

C. Divider #3: General Company History/Qualifications

- a. How many years has your organization been in business in its current capacity?
- b. How many years has your organization been in business under its present name?
- c. Under what other or former names has your organization operated?
- d. Provide a brief history of the Firm's CMAR experience and the services routinely provided in-house on civic building projects.
- e. Provide an organizational chart that explains team member responsibilities.
- f. Include the resumes of all persons to be assigned to the PROJECT with their prospective roles identified.
- g. List all related construction awards and recognition the Firm has received.
- h. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

D. Divider #4: Experience and References

1. Within this section, provide a discussion of CMAR's experience in constructing police buildings. RESPONDENT must provide no less than 3 letters of recommendation from past Clients. List all comparable police building projects, whether ongoing or completed, including Owner Representative contact information. Please begin with projects in Texas and projects completed by the specific office that will be managing this PROJECT. For each, please provide:
 - a. Project name and location
 - b. Year completed or anticipated to be completed
 - c. Short description of project
 - d. Names, addresses, and phone numbers of owner's project representative tasked with daily responsibilities of project.
 - e. Names, addresses and telephone numbers of project Architect
 - f. Estimated cost and final construction cost and whether or not it was within the project budget and the reason for any overruns.
 - g. Original construction schedule and actual construction time and reasons for any overrun.
2. List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces or to bid all work to subcontractors?
3. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
4. Has your organization ever failed to complete any work awarded to it? (If the answer is yes, please attach details.)

5. Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last 5 years? (If the answer is yes, please attach details.)
6. Has your organization, whether under its current or previous names, filed any lawsuits or requested arbitration with regards to construction contracts within the last five years? (If the answer is yes, please attach details.)
7. Within the last 5 years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
8. List construction projects your organization has in progress (noting method of selection, i.e.: CM at Agent, Bid, Proposal or other), giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date.
9. Has your organization, an officer, or principal violated or been required to invoke a payment or performance bond? (If the answer is yes, please attach details.)

E. Divider #5: Management and Organizational Approach

Describe your management and organizational approach to the project. The following should be addressed within this description:

- a. Please describe your firm's understanding of the PROJECT.
- b. Describe how the firm will organize to perform the services.
- c. Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects.
- d. Describe your organization's methods for estimating costs, and for scheduling during the design/document phases.
- e. Describe how your company will benefit this PROJECT using Construction Manager-at-Risk.
- f. Describe fast track or other construction methodologies that have been utilized to expedite projects and the benefits achieved from such approaches.

F. Divider #6: Cost Estimating and Fees

1. Include a sample conceptual cost estimate prepared during the design phase of a project that RESPONDENT worked on and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. *(The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided).*
2. Describe your organization's philosophy as it pertains to pre-construction phase services. What services and process will be provided during this phase? How will the OWNER and Architect be involved? Your firm would be required to make all cost information during design and construction available to OWNER and Architect. Describe how this information would be furnished and how the OWNER and Architect would be assured that it is complete and accurate.

G. Divider #7: Financial Information:

1. Attach a Financial Statement, preferably audited, including your organization's latest Balance Sheet and Income Statement showing the following items:
 - a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Non-current assets (e.g., net fixed assets, other assets).
 - c. Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - d. Non-current liabilities (e.g., notes payable).
 - e. Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).
2. Is the attached Financial Statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose Financial Statement is provided (e.g., parent - subsidiary).
3. Will the organization whose Financial Statement is attached act as Guarantor of the Contract for construction?
4. Provide name, address, and phone for bank reference.
5. This information will be included in a separate sealed envelope. This information will not be part of total page limitations.

X. INSTRUCTIONS FOR SUBMISSION

Sealed submittals are to include the information requested in this package in the sequence and format prescribed. Each RFQ shall be limited to 40 single-sided pages (or 20 double sided pages) excluding front & back covers and financial information. Text shall be in minimum 10-point font & pages shall be 8 ½" x 11" format or 11" x 17" foldouts as applicable. This requirement shall be strictly enforced. Selected RESPONDENTS will be requested to submit additional information concerning fees during Phase 2 of the Selection Process. The OWNER reserves the right to negotiate with one or more parties and shall not be obligated to enter into any contract with any respondent on any terms or conditions.

Providing false or inaccurate information in the submittal is grounds for immediate rejection of the respondent regardless of what Phase of the PROJECT the discovery is made.

All materials and supporting documentation that are submitted in response to this RFQ become the permanent property of OWNER

Sealed submittals are required. Submittals shall be delivered to the attention of Delvon Campbell, Chief of Police, at the physical or mailing address set forth below at or before 2:00 PM on October, 31, 2022. All submittals must be labeled on the outside with the respondent's name and the name of the Project ("CMAR – Decatur Police Building – DO NOT OPEN UNTIL 2:00 PM ON October 31, 2022").

One (1) document to be presented in PDF format in one file on a single flash drive and **Six (6) paper copies** and delivered to the mailing or physical address listed below:

Mailing / Physical Address:

City of Decatur
201 East Walnut Street
Decatur, Texas 76234

Attention of: Chief of Police Delvon Campbell

It is the responsibility of each RESPONDENT to make sure Responses are submitted in a timely manner. OWNER is not responsible for delays in mail delivery, or failure of couriers to deliver Responses prior to the expiration of the deadline for submission. OWNER shall not be obligated to reimburse any expenses incurred by the RESPONDENT in preparing a Response, which is not accepted or considered.

XI. OWNER'S CONTACT

Any questions or concerns regarding this Request for Qualifications shall be directed, in writing only, to Chief of Police Delvon Campbell, 1601 South State Decatur TX 76234.

The Owner specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above-referenced individual(s).

XII. INQUIRIES AND INTERPRETATIONS

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing, by addendum via email, to all parties recorded by the OWNER / Architect as having received a copy of the RFQ. Requests for interpretation or changes to this RFQ must be received by the OWNER's contact person listed in Section XI above by 5:00 PM, on October 27, 2022. All such addenda issued by the OWNER / Architect prior to the last date that submittals are required to be received shall be considered part of the RFQ, and the RESPONDENT shall be required to consider and acknowledge receipt of such in its Response. Firms receiving this RFQ other than directly from the OWNER / Architect are responsible for notifying the OWNER / Architect that they are in receipt of a submittal package and are to provide a name and address in the event an amendment is issued. It is the obligation of the RESPONDENT to make sure that it has received all addenda prior to submission of its Response. RESPONDENTS may obtain information on all addenda issued to the date of inquiry from the OWNER's contact person listed above.

Only those responses to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect, and shall not be binding on the OWNER. The RESPONDENT must acknowledge receipt of all addenda in its Response.

XIII. ACKNOWLEDGMENT AND CERTIFICATION

THIS SECTION MUST BE COMPLETED AND RETURNED WITH THE RESPONDENT'S RFQ SUBMISSION. FAILURE TO COMPLETE AND RETURN THIS SECTION WITH THE RESPONSE TO THIS RFQ MAY RESULT IN REJECTION OF THE RESPONDENT'S SUBMISSION.

This submitted form will not count towards the 40-page maximum submittal requirement.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING AGREEMENT OR PURCHASE ORDER.

- A. By submission of this response to this RFQ, RESPONDENT acknowledges and agrees that (1) this RFQ is a solicitation for SOQs and is not a contract or an offer to contract; (2) the submission of a response to this RFQ will not create a contract between the OWNER and RESPONDENCE; (3) the OWNER has made no representation or warranty, written or oral, that one or more contracts with the OWNER will be awarded under this RFQ; and (4) RESPONDENT shall bear, as its sole risk and responsibility, any cost which arises from RESPONDENT'S preparation of a response to this RFQ.
- B. By submission of this response to this RFQ, RESPONDENT offers and agrees to furnish to the OWNER the products and/or services more particularly described in its response to this RFQ, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
- C. By submission of this response to this RFQ, RESPONDENT affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted response to this RFQ.
- D. By submission of this response to this RFQ, RESPONDENT represents and warrants that:
 - 1. RESPONDENT is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
 - 2. RESPONDENT has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
 - 3. RESPONDENT is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - 4. RESPONDENT understands the requirements and specifications set forth in this RFQ;

5. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. RESPONDENT acknowledges that the Owner will rely on such statements, information and representations in selecting the successful RESPONDENT. If selected by the Owner as the successful RESPONDENT, RESPONDENT will notify the Owner immediately of any material change in any matters with regard to which RESPONDENT has made a statement or representation or provided information;
 6. No compensation has been received for participation in the preparation of the specifications for this RFQ;
 7. RESPONDENT has the ability to obtain necessary bonds and fully comply with Texas statutes, laws, rules, and regulations related to the construction of a public works project.
 8. The RESPONDENT does not boycott Israel and will not boycott Israel during the term of any Agreement entered with OWNER; and
 9. RESPONDENT is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on any list prepared by the Texas Comptroller.
- E. By submission of this response to this RFQ, RESPONDENT certifies that:
1. No member of the government or administration of The City of Decatur, Wise County, Texas has a financial interest, directly or indirectly, in the transaction that is the subject of this RFP;
 2. If a Texas address is shown as the address of the RESPONDENT, RESPONDENT qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2;
 3. Each individual or business entity which is an engineer or architect proposed by RESPONDENT as a member of its team was selected based on demonstrated competence and qualifications only;
 4. No relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between RESPONDENT and any employee of The City of Decatur within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the OWNER entering into any contract with RESPONDENT.
- F. By submission of this response to this RFQ, RESPONDENT signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- G. **BY SUBMISSION OF THIS RESPONSE TO THIS RFQ, RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF DECATUR, TEXAS, ALL**

OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT ARISING OUT OF THIS RFP, INCLUDING, THE ADMINISTRATION OF THE RFP, THE RFP EVALUATION, AND THE SELECTION OF QUALIFIED RESPONDENTS TO RECEIVE AN INVITATION FOR INTERVIEW. SUBMISSION OF QUALIFICATIONS INDICATES RESPONDENT'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND RESPONDENT'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE DETERMINATION OF QUALIFICATION.

- H. By submission of this response to this RFQ, RESPONDENT authorizes City of Decatur, Decatur, Texas and their representatives to contact any firm, organization, or person listed in this response to this RFQ regarding the RESPONDENT'S performance, financial condition and other information regarding the RESPONDENT'S capability.

I. Addenda: Acknowledgement of Addenda to this RFQ (if applicable):

1. No. 1 ___ No. 2 ___ No. 3 ___ No. 4 ___

Respondent's Name: _____

Respondents Address: _____

Submitted and Certified By:

The below-referenced individual ("Affiant") certifies that he or she is duly authorized to submit the above information on behalf of the RESPONDENT, that Affiant is associated with the response to the RFQ in the capacity noted below and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant: _____

Printed Name: _____

Title: _____

Address: _____

Telephone: _____

SWORN AND SUBSCRIBED before me this the ____ day of _____, 2022.

Notary Public