

REQUEST FOR QUALIFICATIONS (RFQ)
RFQ # 2021-CMAR-1
FOR
CONSTRUCTION MANAGER-AT-RISK SERVICES
FOR
CITY OF DEER PARK
COMMUNITY CENTER/RECREATION CENTER PROJECT



Date Issued: September 29, 2021

Due Date: October 25, 2021

Time Due: 11:00 AM CST

Location: 710 E. San Augustine
Deer Park, Texas 77536

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SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The City of Deer Park, Texas, (the “Owner”) is soliciting statements of qualifications (“Qualifications”) for selection of a Construction Manager-at-Risk firm for the CITY OF DEER PARK COMMUNITY CENTER AND RECREATION CENTER PROJECT (the “Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications.
- 1.1.1 This Request for Qualifications (“RFQ”) shall be available for viewing and download on the www.deerparktx.gov, and available to interested individuals and entities (“Respondents”) from the Date Issued until the Due Date and Time.
- 1.1.1.1 Respondents are expected to examine all documents that make up this RFQ. Respondents shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFQ. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete Qualifications.
- 1.1.2 This RFQ is the first step in a two-step process for selecting a Construction Manager-at-Risk firm for the Project as provided by chapter 2269 of the Texas Government Code. The RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. Based on the initial ranking, the Owner may select up to five (5) of the top ranked Qualification respondents to respond to a separate Request for Proposals (“RFP”) in the second step of the process.
- 1.1.3 In the second step of the process, the RFP, the top selected Qualifications respondents will be required to submit additional information to the Owner, including fee proposals and general conditions prices (“Proposals”). The Owner will rank the Proposals in the order that they provide the “best value” for the Owner based on the published selection criteria and on the ranking evaluations.
- 1.1.4 In the second step of the process, the “most” qualified respondents may be requested to attend an interview with the Owner to confirm their Proposal and answer additional questions. The Owner will then rank the remaining “most” qualified respondents in order to identify the “best value” respondent to the City of Deer Park.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (TPIA) (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed.
- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 1.2.2 Respondents recognize that this Project is publicly owned and the Owner is subject to the disclosure requirements of the TPIA. As part of its obligations within the Contract, Respondents agree, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner’s obligations under the TPIA.
- 1.2.3 This provision applies if the Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owner or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owner in a fiscal year of the Owner. Respondents must (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the Owner for the duration of the Contract; (2) promptly provide to the Owner any contracting information related to the Contract

that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the Contract, either:

- (i) provide at no cost to the Owner all contracting information related to the Contract that is in the custody or possession of the entity; or
- (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the Owner.

1.2.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Request for Qualifications and the vendor agrees that the Contract can be terminated if the vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Standard Form of Agreement Between Owner and Construction Manager-at-Risk, AIA Document A133-2017, as amended, a copy of which is attached to this RFQ.

1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner as an addendum on www.deerparktx.gov. It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the Qualifications are due as part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications.

1.4.1 Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.

1.5 **SUBMISSION OF QUALIFICATIONS:**

1.5.1 **DEADLINE AND LOCATION:** Qualifications must be received by the City of Deer Park at or before **11:00 AM CST on October 25, 2021**. Qualifications must be properly identified with the subject title and date and time due. Qualifications shall be submitted in **six (6) hard copies and one electronic copy (.pdf format preferred)** and delivered in a sealed envelope via mail, courier service, or hand delivery to:

**The City of Deer Park
Shannon Bennett
City Secretary
710 E. San Augustine
Deer Park, Texas 77536**

1.5.2 All Qualifications shall be labeled as shown below:

Request for Qualifications on: City of Deer Park Community Center and Recreation
Center Project
Reference Number: RFQ # 2021-CMAR-1
Due Date and Time: **10-25-2021 at 11:00 AM CST**

1.5.3 An original signature must be included on the "Respondent's Statement of Qualifications and Ability to Undertake the Project" document submitted with each copy.

1.5.4 Reserved.

1.5.5 Late received Qualifications will be returned to the respondent unopened.

- 1.5.6 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.7 Properly submitted Qualifications will not be returned to respondents.
- 1.5.8 Qualifications materials must be enclosed in a sealed envelope (box or container) addressed to the Point of Contact person; the package must clearly identify the submittal deadline, the RFQ number, and the name and return address of the respondent.
- 1.5.9 Properly submitted Qualifications will be opened publicly and the names of the respondents will be read aloud.
- 1.6 **POINT-OF-CONTACT:** The Owner designates the following person, as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions, to the Point-of-Contact person.
- Charlie Sandberg, Parks and Recreation Director
The City of Deer Park
710 E. San Augustine
Deer Park, Texas 77536
Phone: 281-478-2054
e-mail: csandberg@deerparktx.org
- 1.7 **EVALUATION OF QUALIFICATIONS:** The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. The top five or fewer ranked respondents may be selected by the Owner to participate in step two, the RFP, of the selection process.
- 1.7.1 Qualification submissions will be reviewed, evaluated, and ranked by the City, using the evaluation criteria in Section 3 and following weighting:
- Experience of Responder (includes completeness of Response) – Weight 35%
 - Technical Competence of Responder – Weight 25%
 - Capability of Responder to Perform – Weight 20%
 - Past Performance of Responder – Weight 20%
- 1.7.2 Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation. Such information will be solicited from firms qualified by the Owner to participate in step two of the selection process.
- 1.8 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.

- 1.10 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ process shall be at the sole risk and responsibility of the respondent. Respondents submit Qualifications and Proposals at their own risk and expense.
- 1.11 **PRE-SUBMITTAL CONFERENCE:** A voluntary Pre-Submittal Conference will be conducted at 2:00 p.m. on October 18, 2021 at City Hall, Deer Park, TX. All interested parties planning to submit Qualifications are encouraged to attend this conference.
- 1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.
- 1.13 **RESERVED**
- 1.14 **CERTIFICATIONS:** All respondents are required to complete and return the following certifications.
- Attachment E: Conflict of interest questionnaire
 - Attachment F: Certificate of Interested Parties Form 1295
 - Attachment G: Felony conviction notice
 - Attachment H: W9
- 1.15 **CERTIFICATION OF MUNICIPAL TAX STATUS:** By signature thereon, the respondent certifies that it is not currently delinquent in the payment of any taxes or utilities owed the City of Deer Park, Texas.
- 1.16 **CERTIFICATION OF FRANCHISE TAX STATUS:** Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law. The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 **REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE:** Respondents are advised that workers' compensation insurance coverage is required for all persons providing services on a building or construction project for a governmental entity. The requirements are set forth in Insurance Rider, attached as Exhibit A to the Standard General Conditions of the Construction Contract.
- 1.18 **PREVAILING WAGE RATE DETERMINATION:** Respondents are advised that current Federal minimum wage shall be required by the City of Deer Park for any contracts requiring an hourly wage rate as part of the bid. In such cases, the awarded vendor's employees shall be paid, at a minimum, the federally mandated minimum wage and the vendor shall be required to submit certified payrolls, when requested, to verify the wage rate requirement. If the federally mandated minimum wage is increased during the term of this contract, Contractor may submit a written request for a price adjustment. The City will consider an adjustment only to the extent shown by the Contractor to be necessary to meet increased federal requirements for minimum wage employees included in the bid.

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

See attached Community Recreation Center Needs Assessment & Feasibility Study

2.2 PURPOSE OF RFQ:

The City of Deer Park invites the submittal of response to this RFQ from qualified firms interested in providing Construction Manager-at-Risk services in connection with the construction of a community center and recreation facility that will consist of community and recreation center(s) with public spaces, program spaces for meetings, multi-purpose facilities, athletic spaces including a gymnasium and other athletic courts or facilities, administrative offices and space available for lease to the public as well as an indoor therapy pool, and replacement of the existing pool house connected to the existing outdoor swimming pool. The facilities will be constructed in phases. The Project site for the community center will be adjacent to the existing City Hall building; the new recreation center will be on the site of, and will replace the existing community center and gymnasium; and the pool house building will be in the approximate location of the existing swimming pool building serving the existing outdoor swimming pool. All are located on San Augustine in the City of Deer Park, Texas

2.3 PROJECT DESCRIPTION, SCOPE AND BUDGET:

See attached Community Recreation Center Needs Assessment & Feasibility Study.

2.4 FACILITY PROGRAM: See attached Facility Program.

2.5 PROJECT PLANNING SCHEDULE: Key Project planning schedule milestones are:

▪ Owner issues Request for Qualification	September 29, 2021
▪ Owner conducts Pre-Submittal Conference	Refer to Section 1.11
▪ Owner receives Request for Qualifications	Refer to Section 1.5.1
▪ Owner issues Request for Proposals (to short-listed firms)	November 3-5, 2021
▪ Owner receives Request for Proposals	November 30, 2021
▪ Owner interviews Respondents (if applicable)	December 6-10, 2021
▪ Owner selects/authorizes Agreement with CMAR	December 21, 2021
▪ Complete Schematic Design Documents	TBD
▪ Anticipated Guaranteed Maximum Price Proposal (if applicable)	TBD
▪ Anticipated Notice to Proceed for Construction	TBD
▪ Anticipated Substantial Completion of Construction	TBD
▪ Anticipated Final Completion of Construction	TBD

2.6 OWNER'S SPECIAL CONDITIONS: The Owner requires full compliance with specification [add special conditions info], if applicable. These specifications shall be a part of the Agreement (attached).

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete Statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and subject to rejection.

3.1 **CRITERION ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT** (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest for the Project including a narrative describing the respondent's unique qualifications as they pertain to this particular Project.
- 3.1.2 Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project.

3.2 **CRITERION TWO: RESPONDENT'S ABILITY TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES**

- 3.2.1 Provide the following information on your firm for the past **five** (5) fiscal years:

Volume of Contracts

- Annual number, value and percent change of contracts in Texas per year;
- Annual number, value and percent change of contracts nationally per year;

Revenues

- Annual revenue totals and percent change per year;

Bonding

- Total bonding capacity;
- Available bonding capacity and current backlog.

- 3.2.2 Attach a letter of intent from a surety company indicating your firm's ability to bond for the entire construction cost of the Project. The surety shall acknowledge that the firm may be bonded for each stage/phase of the Project, with a potential maximum construction cost of \$35,600,000. Bonding requirements are set forth in Article 15 of the Standard Form of Agreement Between the Owner and Construction Manager and Article 6 of the Standard General Conditions of the Construction Contract.
- 3.2.3 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.
- 3.2.4 Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the Owner.
- 3.2.5 Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.
- 3.2.6 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee or officer? If so, please explain.

3.3 **CRITERION THREE: QUALIFICATIONS OF CMAR TEAM**

- 3.3.1 Describe your management philosophy for the Construction Manager-at-Risk delivery method.
- 3.3.2 Provide resumes of the Construction Manager-at-Risk team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, and their city(s) of residence.
- 3.3.3 Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time each team members will be involved in the Project for Pre-construction and Construction Services.
- 3.3.4 Identify the proposed team members who worked on the Projects listed in Section 3.4 or 3.5 of this RFQ. Describe their responsibility in those projects compared to this Project.
- 3.3.5 Identify any consultants that are included as part of the proposed team, their role related experience for this Project. List projects for which the consultant(s) has worked with the Respondent.

3.4 **CRITERION FOUR: RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE CMAR PROJECTS**

- 3.4.1 Identify and describe the proposed Team's past experience for providing CMAR services that are MOST RELATED TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - Project name, location, contract delivery method, and description
 - Color images (photographic or machine reproductions)
 - Final construction cost
 - Final project size in gross square feet
 - Type of construction (new, renovation, or expansion)
 - Actual Notice to Proceed for Pre-Construction Services date
 - Actual Notice to Proceed, Substantial Completion, and Final Payment dates for Construction Services
 - Name of Project Manager (individual responsible to the Owner for the overall success of the project)
 - Name of Project Superintendent (individual responsible for coordinating the day to day work)
 - Names of Mechanical, Plumbing and Electrical subcontractors

References (for each project listed above, identify the following):

- The owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
- Architect/Engineer's name and representative who served as the day-to-day liaison during the construction phase of the project, including telephone number.
- Length of business relationship with the reference.

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact listed references during any part of this process, and the Owner reserves the right to contact any other references at any time during the RFQ/P process.

- 3.4.2 Identify a maximum of three (3) completed projects, of any type, for which your firm has received an award for construction excellence from a recognized organization and provide descriptive information for each.

3.5 **CRITERION FIVE: RESPONDENT'S PAST PERFORMANCE ON MUNICIPAL PROJECTS**

- 3.5.1 Identify and describe the proposed Team's past experience for providing Construction Management-at-Risk services on municipal projects within the last five (5) years.

If the respondent has not previously provided Construction Manager-at-Risk services for a municipality, then identify and describe the respondent's past performance on Construction Manager-at-Risk projects for other state governmental entities within the last five (5) years.

In either case above, provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final construction cost
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Notice To Proceed for Pre-Construction Services date
- Notice To Proceed, Substantial Completion, and Final Payment dates for Construction Services
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Superintendent (individual responsible for coordinating the day to day work)
- Names of Mechanical, Plumbing and Electrical subcontractors

3.6 **CRITERION SIX: RESPONDENT'S ABILITY TO ESTABLISH BUDGETS AND CONTROL COSTS ON PAST PROJECTS**

- 3.6.1 Describe your fiduciary responsibility as a Construction Manager-at-Risk using Guaranteed Maximum Price contracts for publicly funded projects.
- 3.6.2 Describe your cost estimating methods. From any of three (3) projects listed in response to Section 3.4 or 3.5 of this RFQ, describe how the estimates were developed, how often they were updated and the degree of accuracy achieved.
- 3.6.3 Describe your cost control methods during construction and how you procure subcontracts, confirm scope, amount, and ensure proper payment. From any three (3) projects listed in response to Section 3.4 or 3.5 of this RFQ, provide examples of how these techniques were used and the degree of accuracy achieved.
- 3.6.4 Describe your methodology for working with the Project Architect/Engineer and their consultants to deliver a Guaranteed Maximum Price and to maintain the GMP throughout the design and construction process.
- 3.6.5 Provide a sample of a cost estimate used to establish a contract amount from any project listed in Section 3.4 or 3.5 of this RFQ.
- 3.6.6 The Owner intends to accept a GMP prior to completion of Construction Documents. Describe
- 1) Your process for ensuring that the Design Documents provide the information necessary to

arrive at a complete GMP, including all Owner requirements with reasonable contingencies, and
2) Your process for subsequently ensuring that the 100% Construction Documents align with the project scope in the previously accepted GMP proposal documents.

3.7 **CRITERION SEVEN: RESPONDENT'S ABILITY TO MEET SCHEDULES ON PAST PROJECTS**

- 3.7.1 Describe how you will develop, maintain and update the project schedule during design and construction.
- 3.7.2 Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to Section 3.4 or 3.5 of this RFQ, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.
- 3.7.3 Describe how you develop and maintain work schedules during design and construction to coordinate with the Owner's project schedule. From any three (3) projects listed in response to Section 3.4 or 3.5 of this RFQ, provide examples of how these techniques were used.
- 3.7.4 Describe your experience utilizing Primavera, Microsoft Schedule, or similar software for scheduling. From any of three (3) of the projects listed in response to Section 3.4 or 3.5 of this RFQ, provide a sample of the monthly schedule reports, including identified milestones and schedule recovery plans.

3.8 **CRITERION EIGHT: RESPONDENT'S KNOWLEDGE OF CURRENT CONSTRUCTION METHODOLOGIES, TECHNOLOGIES, AND BEST PRACTICES**

- 3.8.1 Describe your quality assurance program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used from three (3) projects listed in response to Section 3.4 or 3.5 of this RFQ.
- 3.8.2 Describe your procedures for implementing industry's "best practices" as defined by the Construction Industry Institute and similar organizations for:
 - Establishing and tracking project objectives
 - Using project scope definition resources (i.e. Project Definitions Rating Index (PDRI)) in order to obtain complete and accurate design and construction documents from the A/E
 - Partnering
 - Cost tracking
 - Change (order) management systems
 - Total quality management for each phase, including close-out and commissioning
- 3.8.3 Provide an example of a successful constructability program used to maintain project budgets without sacrificing quality.
- 3.8.4 Describe your methodology for advertising, evaluating and selecting trade contractors for municipal projects as a Construction Manager-at-Risk.
- 3.8.5 As the Construction Manager-at-Risk, describe your relationship with the local subcontracting community.
- 3.8.6 Provide any other details regarding special services, products, advantages or other benefits offered to the Owner by the Respondent.

3.9 **CRITERION NINE: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS**

- 3.9.1 Describe your understanding of the administrative challenges and opportunities associated with providing Preconstruction and Construction services for the City on this project, and your strategy for resolving these issues.
- 3.9.2 Understanding the schedule limitations, provide an analysis of the Owner's project planning schedule in Section 2.5 of this RFQ and describe your plan for communicating constructability, phasing, value engineering and other budget options in a form that will quickly facilitate the Owner's decision making.
- 3.9.3 For any combination of three (3) projects listed in response to Section 3.4 or 3.5 of this RFQ, describe any conflicts with the Owner, Consultants, Architect/Engineer, or subcontractors and describe the methods used by the Respondent to resolve those conflicts.
- 3.9.4 Provide examples of Preconstruction services provided that creatively incorporated mechanical, electrical, and plumbing solutions in similar structures.

3.10 **CRITERION TEN: RESPONDENT'S ABILITY TO MANAGE CONSTRUCTION SAFETY RISKS**

- 3.10.1 Briefly describe the firm's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's safety program.
- 3.10.2 Describe the level of importance for enforcement and support of project safety that the firm includes in performance evaluations for Superintendents and Project Managers.
- 3.10.3 Describe the safety and insurance/claims history information and weighting that the firm includes in the submission and award process for "best value" subcontracts.
- 3.10.4 For all projects that the firm has managed (or co-managed) in the past five (5) years, list and describe all events or incidents that have reached any of the following levels of severity:
 - Any occupational illness or injury that resulted in death or total and permanent disability
 - Three occupational illnesses or injuries that resulted in hospital admittances
 - Explosion, fire or water damage that claimed 5% of the project's construction value
 - Failure, collapse, or overturning of a scaffold, excavation, crane or motorized mobile equipment when workers were present at the project
- 3.10.5 Does the firm or any other company within the same holding group of companies self-perform any work beyond General Conditions?
- 3.10.6 Identify the firm's Experience Modification Rate (EMR) for three (3) most recent annual insurance-year ratings.
- 3.10.7 Identify the firm's annual OSHA Recordable Incident Rates (RIR) for all work performed during the past three (3) calendar years.
- 3.10.8 Identify the firm's annual OSHA Lost Workday Case Incident Rates (LWCIR) for all work performed during the past three (3) calendar years.

3.11 **CRITERION ELEVEN: EXECUTION OF OFFER**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

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 CONTRACT OR PURCHASE ORDER.

- 3.11.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (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.
- 3.11.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
- 3.11.3 By signature hereon, 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 Qualifications.
- 3.11.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 3.11.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- 3.11.6 By signature hereon, Respondent represents and warrants that:
 - 3.11.6.1 Respondent is a reputable company regularly engaged in providing products or services necessary to meet the terms, conditions and requirements of the RFQ;
 - 3.11.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;

- 3.11.6.3 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;
- 3.11.6.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
- 3.11.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
- 3.11.6.6 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.
- 3.11.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.
- 3.11.8 By signature hereon, Respondent certifies that under Section 2254.004, Texas Government Code, the vendor or applicant certifies that 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.
- 3.11.9 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of the City of Deer Park, or Respondent has not been an employee of the City of Deer Park 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.
- 3.11.10 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ.
- 3.11.11 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 3.11.12 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.11.13 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City of Deer Park, 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 in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.

3.11.14 Execution of Offer: RFQ No. 2021-CMAR-1

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. The cover, table of contents, divider sheets, and Execution of Offer do not count as printed pages. Each bound copy must be in the following order:
- **Cover**
 - **Cover letter**
 - **Table of Contents**
 - **CRITERION ONE:** RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT
 - **CRITERION TWO:** RESPONDENT'S ABILITY TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES
 - **CRITERION THREE:** QUALIFICATIONS OF THE CONSTRUCTION MANAGER AT RISK TEAM
 - **CRITERION FOUR:** RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE CMAR PROJECTS
 - **CRITERION FIVE:** RESPONDENT'S PAST PERFORMANCE ON MUNICIPAL PROJECTS
 - **CRITERION SIX:** RESPONDENT'S ABILITY TO ESTABLISH BUDGETS AND CONTROL COSTS ON PAST PROJECTS
 - **CRITERION SEVEN:** RESPONDENT'S ABILITY TO MEET SCHEDULES ON PAST PROJECTS
 - **CRITERION EIGHT:** RESPONDENT'S KNOWLEDGE OF CURRENT CONSTRUCTION METHODOLOGIES, TECHNOLOGIES, BEST PRACTICES
 - **CRITERION NINE:** RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS
 - **CRITERION TEN:** RESPONDENT'S ABILITY TO MANAGE CONSTRUCTION SAFETY RISKS
 - **CRITERION ELEVEN:** EXECUTION OF OFFER

- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 4.1.5 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.7 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.8 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 **PAGE SIZE, BINDING, DIVIDERS, AND TABS:**

- 4.2.1 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.
- 4.2.2 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

4.3. **TABLE OF CONTENTS:**

- 4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Qualifications.

4.4 **PAGINATION:**

- 4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

SECTION 5 - ATTACHMENTS TO THE RFQ

- 5.1 Attachment A: Standard Form of Agreement Between Owner and Construction Manager at Risk
- 5.2 Reserved
- 5.3 Attachment C: Owner's Front End Documents
 - 5.3.1 Standard General Conditions of the Construction Contract

- 5.3.1.1 Exhibit A – Owner’s Insurance Requirements of Contractor
- 5.3.2 Performance Bond
- 5.3.3 Payment Bond
- 5.3.4 Addendum

- 5.4 Attachment D: Facility Program
- 5.5 Attachment E: Conflict of Interest Questionnaire
- 5.6 Attachment F: Certificate of Interested Parties Form 1295
- 5.7 Attachment G: Felony Conviction Notice
- 5.8 Attachment H: W9