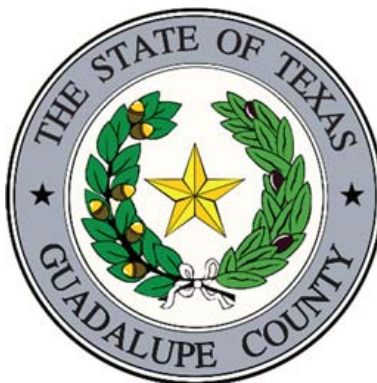


**REQUEST FOR QUALIFICATIONS & PROPOSALS
FOR CONSTRUCTION MANAGER-AT-RISK
WITH A GUARANTEED PRICE NOT TO EXCEED
FOR THE GUADALUPE COUNTY
ADULT DETENTION & LAW ENFORCEMENT CENTER ADDITION
2615 N. Guadalupe St., Seguin, Texas**

**RFQ/P NO. 2019-5318
21 May 2019**

***GUADALUPE COUNTY COMMISSIONERS COURT
GUADALUPE COUNTY, TEXAS***



Issued: 21 May 2019

**PROPOSALS MUST BE RECEIVED BEFORE
11 July 2019 at 2:00 p.m. (CST)**

**Guadalupe County Purchasing Department
212 W. Nolte
Seguin, Texas 78155**

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 - INTRODUCTION	4
1.1 Requests for Qualifications & Proposals	4
1.2 Project Background and Objectives; Project Sites	4
1.3 Major Elements of the Project	4
1.4 County Point of Contact; Inquiries by Interested Firms or Individuals	4
1.5 County's Acceptance or Rejection of Submittals	5
1.6 County's Estimated Construction Budget	5
1.7 Special Terminology and Concerns	5
1.8 Schedule	5
1.9 Submission of Documents	5
1.10 Objective	6
SECTION 2 - GENERAL INFORMATION & REQUIREMENTS	6
2.1 General Information	6
2.2 Public Information	6
2.3 Type of Contract	6
2.4 Inquiries and Interpretations	6
2.5 Construction Manager at Risk Firm's Responsibilities	6
2.6 Submission of Qualifications/Proposals	7
2.7 Cover Citation	7
2.8 Evaluation of RFQ/P	7
2.9 County's Reservation of Rights	8
2.10 Acceptance of Evaluation Methodology	8
2.11 Oral Presentation(s)	8
2.12 Personnel	8
2.13 Coordination	8
2.14 Conceptual Design	8
2.15 Submittal Checklist	8
2.16 Award is Not Acceptance	8
2.17 Disclosure of Interested Parties	9
SECTION 3 – OFFEROR'S QUESTIONNAIRE: REQUIREMENTS FOR RFQ/P	9
1 FIRM/CONTRACTOR INFORMATION.....	9
2 ORGANIZATION.....	9
3 LICENSING.....	9
4 EXPERIENCE.....	9
5 FINANCIAL INFORMATION (Submission – OPTIONAL).....	10
6 INSURANCE.....	10
7 EXPERIENCE with concepts for working as a part of a construction team.....	10
8 SAFETY.....	10
9 SCHEDULES.....	11
10 FEES	11
11 REFERENCES.....	11
SECTION 4 - GENERAL AND SUPPLEMENTARY GENERAL CONDITIONS	11
SECTION 5 - FORMAT OF RFQ/P	11
5.1 General Instructions.....	11
5.2 Page Size, Binding, Dividers, and Tabs.....	12
5.3 Table of Contents.....	12
5.4 Pagination	12
SECTION 6 - SPECIFICATIONS	12
6.1 General.....	12
6.2 Specifications/Scope of Work.....	12
6.3 Delivery.....	12
6.4 Miscellaneous Provisions: Personnel	12
SECTION 7 – PROJECT EXECUTION	13

ATTACHMENTS

1. Execution of Offer.....	14 / 15
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EXHIBITS

A. Additional Contract Documents and Specifications (Value Engineering proposal recommendation - optional)	16
B. Proposal, Fees and Delivery Schedule	
CSI MasterFormat Division Outline	17
C. Performance Bond (to be completed upon selection)	18
D. Payment Bond (to be completed upon selection)	19
E. Prevailing Minimum Wage Rates for Building Construction Projects (for information only)	20
F. Disclosure of Interested Parties (to be completed online)	21

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FOR THE GUADALUPE COUNTY
ADULT DETENTION & LAW ENFORCEMENT CENTER ADDITION
2615 N. GUADALUPE ST., SEGUIN, TEXAS
RFQ No. 2019-5318**

SECTION 1 - INTRODUCTION

1.1 REQUESTS FOR QUALIFICATIONS AND PROPOSALS: GUADALUPE COUNTY ADULT DETENTION & LAW ENFORCEMENT CENTER ADDITION. In accordance with the provisions of Section 2269.253(b), Texas Government Code, Guadalupe County (referred to as "County"), a political subdivision of the State of Texas, is issuing this Request for Qualifications and Proposals ("RFQ/P") for a Construction Manager-at-Risk ("CMAR") to negotiate a binding agreement in connection with, and undertake a construction project for building renovation and re-use for County (referred to as the "Project"). Under applicable Texas law, the "construction manager-at-risk method" is a delivery method by which a governmental entity contracts with an architect or engineer for design and construction phase services and contracts separately with a CMAR to serve as the general contractor and to provide consultation during the design and construction, rehabilitation, alteration, or repair of the project. In accordance with Section 2269.252(b), Texas Government Code, the County's architect or engineer for the Project or an entity related to the County's architect or engineer may not serve, either alone or in combination with another person, as the CMAR. The selection of the CMAR shall follow the one-step selection process as currently described in Section 2269.253(a), Texas Government Code.

1.2 PROJECT BACKGROUND AND OBJECTIVES: PROJECT SITES

- The Project location is 2615 N. Guadalupe St., Seguin, Texas
- Platting process underway
- Utility and site landscaping design in progress
- Floor plan layouts have been vetted by County designated officials
- Discussions regarding the Project's Schedule and Constructability is ongoing
- Intent of the Project is to provide more easily accessible facilities for residents of Guadalupe County

1.3 MAJOR ELEMENTS OF PROJECT Major elements of the Project include the following:

The Selected Contractor will be awarded the construction for the building addition for the Guadalupe County Adult Detention & Law Enforcement Center (AD & LEC), to contain the following:
Department offices, Call Center, Support Staff offices, Meeting, Conference and Training rooms, breakrooms, private and public restrooms, file & storage areas, facility mechanical spaces, adjacent site development and exterior landscaping with public and employee designated parking.

1.4 COUNTY POINT OF CONTACT (POC): INQUIRIES BY INTERESTED FIRMS OR INDIVIDUALS

The following person is the County's designated representative and Point-of-Contact (the "POC") for this solicitation. Each respondent shall restrict all contact with the County and direct all questions, regarding this solicitation, the Project, and either Project Site, including questions regarding any terms and conditions attached to or made a part of this RFQ/P, in writing to the POC.

Thorn Graves Architects
105 Montclair Ave.
San Antonio, TX 78209
Email: randy@thethorngroup.com

The County specifically requests that Offerors and qualified/selected Offerors restrict all contact and questions regarding this RFQ/P to the above-named individuals. Each recipient of this RFQ/P acknowledges and understands that contact with other County officials and employees is prohibited and may result in disqualification.

All inquiries will result in written responses to be provided by or on behalf of the County, with copies of each response posted to the *Dropbox* project folder and provided through group emails, file size permitting. If any respondent who or which is interested in this particular solicitation does not have Internet access, written or electronic copies of each response may be obtained through the POC.

Upon issuance of this RFQ/P, besides written inquiries as described in the preceding paragraph, other employees and representatives of the County will not answer questions or otherwise discuss the content of this RFQ/P with any potential CMAR (as defined below) or its representative(s).

Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFQ/P.

1.5 COUNTY'S ACCEPTANCE OR REJECTION OF SUBMITTALS Guadalupe County reserves the **right, in its sole judgment and discretion, to accept or reject any and all qualifications and proposals, and to waive minor technicalities and errors in the best interest of the County.**

1.6 COUNTY'S ESTIMATED CONSTRUCTION BUDGET

The County's budget for the guaranteed maximum price for the Project is TO BE DETERMINED.

1.7 SPECIAL TERMINOLOGY AND CONCERNS Guadalupe County is seeking a CMAR using the **one-step process** authorized by Subchapter F of Chapter 2269, Texas Government Code. Under this process, the governmental entity issues a Request for Qualification and Proposal (an "RFQ/P") inviting potential general contractors to submit packages which includes information on past performance, safety record, proposed personnel and methodology as well as proposed fees and prices for fulfilling the General Conditions detailed in Section 4 of this RFQ/P for performing the described work.

As specifically used in this RFQ/P, the terms below have the meanings set forth below:

- a. "Contractor" means the CMAR that assumes the construction risk of and for the Project at contracted price.
- b. "CMAR Contract" means a single contract with a Construction Manager at Risk firm for construction of the Project at a contracted price.
- c. "Construction Manager-at-Risk" or "CMAR" means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repairs of a facility at the contracted price as a general contractor and provides consultation to the governmental entity regarding construction during and after the design of the facility.
- d. "Offeror" means any individual, firm, or business entity responding to this RFQ/P.

1.8 SCHEDULE The following is a schedule of the RFQ/P process associated with the Project:

- a. Release of RFQ/P: 21 May 2019
- b. Mandatory Pre-bid On-site Meeting: 6 June 2019, 1:30 p.m.
- c. Deadline for Submission of Questions: 21 June 2019, 12:00 p.m. via email randy@thethorngroup.com
- d. Submission Deadline for RFQ/P: 11 July 2019, 2:00 p.m. to the Office of the County Judge, Guadalupe County Purchasing Department, 212 W. Nolte, Seguin, Texas 78155
- e. Seek Authority to Negotiate with Contractors: Estimated 30 July 2019
- f. Seek Contract Award from County Commissioners' Court: TBD
- g. Seek County Commissioners' Court Approval of CMAR Contract: TBD

[NOTE: All times noted within this document are Central Time Zone]

1.9 SUBMISSION OF DOCUMENTS Note that all required submittals must be received and date-stamped at County on or before the applicable deadline dates and times shown. Documents may only be submitted in the following way and to the following location:

- 1) Physically delivered to: Guadalupe County Purchasing Department, 212 W. Nolte, Seguin, Texas 78155

ANY DOCUMENTS NOT SUBMITTED TO LOCATION ON TIME WILL BE RETURNED UNOPENED AND WILL NOT BE CONSIDERED FOR AWARD OF THE CMAR CONTRACT AND SHALL BE CONSIDERED VOID AND UNACCEPTABLE IN ACCORDANCE WITH APPLICABLE STATE LAW.

Qualifications and proposals submitted in response to this RFQ/P constitute an offer which is binding on the submitting respondent for a period of one hundred and twenty (120) calendar days immediately after the RFQ/P Submittal Deadline noted above, or until the selection of an awardee is made by the County, whichever period is less. If the County has not made an award within one hundred and twenty (120) days after the RFQ Submittal Deadline

noted above, respondents may withdraw their responses without prejudice by giving the County written notice of such withdrawal.

1.10 **OBJECTIVE:** The County has selected *Thorn Graves Architects* ("TGA") as the architect of record. The County has been working with all affected departments, organizations and the Architect to come up with Design and Construction Documents through 90% of completeness for the Project. The contractor selected to serve as the CMAR shall be required to work closely with the Architect and the County in order to come in at or under budget and on schedule. Feedback from the Selected Contractor regarding value engineering for, and ways to expedite, the Project are expected. Additionally, the Selected Contractor will be required to work closely with the code compliance official(s) for any governmental authority having jurisdiction over the construction of Project in order secure the necessary permits and ensure code compliance in all applicable disciplines.

The Selected Contractor will also be required to coordinate all necessary inspection related activities for the Project, the Architect's work in connection with such facilities, and the applicable federal, state, and local requirements to ensure the safety of all personnel working at or delivering materials and/or equipment to the Project Site in accordance with the CMAR Contract.

SECTION 2 - GENERAL INFORMATION & REQUIREMENTS

2.1 **GENERAL INFORMATION** The County is soliciting qualifications and proposals ("RFQ/P") for selection of a Construction Manager-at-Risk firm for the Project in accordance with the terms, conditions, and requirements set forth in this RFQ/P.

- a. This RFQ/P is the single step in the process for selecting a Construction Manager-at-Risk firm for the Project as provided by Section 2269.253(a), Texas Government Code. The RFQ/P provides the information necessary to prepare and submit information, including fee proposals and general condition prices. In accordance with Section 2269.254, Texas Government Code, the County will rank the qualifications in the order that they provide the "**best value**" for the County based on the published selection criteria and on the ranking evaluation.
 - b. After the initial ranking of qualifications, the "most" qualified offerors **may** be requested to attend an interview with County to confirm their RFQ/P and answer additional questions.
- 2.2 **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 (Chapter 552.001, *et seq.*, Texas Government Code.) after the solicitation is completed and a CMAR Contract is awarded. The County strictly complies with all applicable statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ/P information.
- 2.3 **TYPE OF CONTRACT** The County will use its own CMAR Contract in contracting for construction manager-at-risk services for this Project. After a CMAR firm is selected for the award of a contract, the successful Offeror will be required to enter into negotiations with the County over the terms, conditions, and provisions to be set forth in a binding CMAR Contract. Most of the terms, conditions, and provisions which the County will require be included in the CMAR Contract are set forth in Section 4 of this RFQ/P.
- 2.4 **INQUIRIES AND INTERPRETATIONS** Responses to inquiries from the Offerors that directly affect an interpretation or change to this RFQ/P will be posted by addendum (amendment) online in the *Dropbox* project folder(s) and through group email prior to the time that the Qualifications are received shall be considered part of this RFQ/P, and the Offerors shall be required to consider and acknowledge receipt of same in their RFQ/P.

Only those inquiries that the County replies to which are made by formal addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

- 2.5 **CONSTRUCTION MANAGER-AT-RISK FIRM'S RESPONSIBILITIES** The selected CMAR firm will be required to assume responsibility for all services required for the Project, whether or not the selected CMAR firm performs the services or the services are performed by one or more subcontractors to the CMAR firm. Further, the County will consider the CMAR firm to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the CMAR Contract.

2.6 SUBMISSION OF QUALIFICATIONS/PROPOSALS:

- a. RFQ/P Submission date and time are: 11 July 2019, at 2:00 p.m., (CST).
- b. Each Offeror is required to submit two (2) hard copies and one (1) digital/electronic copy: one (1) of which is an original, signed unbound of the entire package in response to this RFQ/P. An original signature must appear on the Execution of Offer (see Attachment 1 to this RFQ/P).
- c. Submittals should be placed in a sealed envelope, box, or package and correctly identified with the RFQ/P number, as well as the RFQ/P submittal deadline date and the time of filing noted above in subsection 2.6(a). It is each Offeror's responsibility to appropriately mark and deliver its submittal to the required office address for the County by the specified time and date.
- d. Offerors to this solicitation are responsible for all costs and expenses related to the preparation and delivery of the required submittal in connection with this RFQ/P.
- e. **Late RFQ/P packets that are properly identified will be returned to the Offeror unopened. Late RFQ/P packets will not be considered under any circumstances.**
- f. The County will not acknowledge or receive RFQ/P packets that are delivered by telephone, compact disc exclusively, text, facsimile (fax), or electronic mail (e-mail).
- g. Properly submitted RFQ/P packets will not be returned to offerors.

2.7 COVER CITATION The following citation must be on the cover of the sealed envelope, box, or package as noted in this RFQ/P:

Submitted to:

Guadalupe County Purchasing Department
212 W. Nolte
Seguin, TX 78155

Regarding: RFQ/P 2019-5318

Date of Submission: 11 July 2019, at 2:00 pm (CST).

In accordance with Section 2269.253(f), Texas Government Code, properly submitted RFQ/P will be opened publicly and the names of the offerors will be read aloud.

2.8 EVALUATION OF RFQ/P The evaluation of the qualifications shall be based on the Offeror's answers / responses to the questions and criteria set forth in Section 3 of this RFQ/P, the general conditions, and other requirements as described in this RFQ/P. All properly submitted RFQ/P's will be reviewed, evaluated and ranked.

The County representatives shall review and evaluate the qualifications in accordance with the criteria listed below and to make recommendations to the Commissioners' Court based upon such analysis. At various times during the deliberations, the representatives on behalf of the County may issue one or more requests for written clarification to the individual Offerors. Interviews may be scheduled with one or more Offerors on a one-on-one basis for the purpose of enhancing the County's understanding of the qualifications and obtaining clarification of the terms contained in the submission.

The representatives may request that any Offeror verify or certify certain aspects of its qualifications. The scope, length, and topics to be addressed shall be prescribed by, and subject to, the discretion of the representatives. At the conclusion of this process, Offerors may be required to submit written confirmation of any new information and clarifications provided during an interview. Upon receipt of the requested clarifications and additional information described above, if necessary, the qualifications will be re-evaluated to factor in the clarifications and additional information.

Evaluations and rankings of qualifications are subject to the sole discretion of the County, the County's staff, and such professional and other advisors as the County may designate. The County will make the final determination of the Offerors to be listed, as it deems appropriate, in its sole discretion, and in the best interests of the County, based on the **best value** to the County.

The following criteria and corresponding weightings will be applied in the evaluation of the RFQ/P:

a.	Organization	(5)
b.	Licensing	(5)
c.	Overall Experience	(15)
d.	Related Experience	(20)
e.	Safety	(10)
f.	Schedules	(5)
g.	Proposal (incl. Fees/Overhead/Profit)	(40)

2.9 COUNTY'S RESERVATION OF RIGHTS The County may evaluate qualifications based on the anticipated completion of all or any portion of the Project. However, it may reject any and all qualifications and re-solicit for new qualifications, or to reject any and all qualifications and temporarily or permanently abandon the Project. The County makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFQ/P for the Project or any related sub-project, and no such representation is intended or should be construed by the issuance of this RFQ/P.

2.10 ACCEPTANCE OF EVALUATION METHODOLOGY Submission of a qualification in response to this RFQ/P indicates Offeror's acceptance of the evaluation technique and the recognition that the County must be given discretion in determining the selection criteria and ranking the importance of the elements comprising the selection criteria.

As part of its qualification, each Offeror must identify in writing all terms and conditions of this RFQ/P with which they are unable to comply. Otherwise, it is assumed that all terms and conditions as specified herein are accepted by the Offeror. These evaluation items will be used to compare the service offerings of the Offerors. Offerors are to use the sheets contained herein or a copy of these sheets in submitting their qualifications.

2.11 ORAL PRESENTATION(S) Offerors may be required to make oral presentations of the submitted qualification to the selection committee and/or to the County Commissioners Court. These presentations will provide an opportunity for the Offerors to clarify their qualifications and to answer the County's questions to ensure a thorough, mutual understanding of the services required to be provided by the Offerors for the Project. The County will schedule these presentations if deemed necessary in its sole discretion. However, at this time, the County does not anticipate the need to schedule any oral presentations.

2.12 PERSONNEL Throughout the term of the CMAR Contract, the Selected Contractor will be required to provide employment of sufficiently qualified personnel to fully accomplish the services in accordance with the Project schedule.

2.13 COORDINATION Offerors will be required to work with (a) the County's staff and officials to gather information and analyze needs; and (b) utility and regulatory entities to determine the feasibility of the Project, as well as attend and actively participate in a limited number of public meetings.

2.14 CONCEPTUAL DESIGN The County has contracted with TGA for the drafting of schematic design documents for the Project.

2.15 SUBMITTAL CHECKLIST Offerors are instructed to complete, sign, and return the documents stated in the following paragraph as a part of their RFQ/P submittal. **Failure to return these documents may subject your "package" to disqualification.**

Signed and completed:

- (a) **Execution of Offer, using the form set forth on Attachment 1 to this RFQ/P;**
- (b) **Response to each of the questions set forth in Section 3 of this RFQ/P;**
- (c) **Offeror's Audited Financial Statements (OPTIONAL) for the last five (5) years; and**
- (d) **Exhibit B to this RFQ/P (Proposal, Fees and Delivery Schedule).**

2.16 AWARD IS NOT ACCEPTANCE: The award of a contract by the County is not itself a binding contract between it and the Selected Contractor. Instead, the selection of a firm or individual and award of a contract by the County based upon a negotiated, preliminary price or guaranteed maximum price (the "GMP") establishes the willingness on the part of the County to commence with negotiations of a binding CMAR Contract.

2.17 DISCLOSURE OF INTERESTED PARTIES: In accordance with Section 2252.908, Texas Government Code and Chapter 46, Texas Administrative Code, the selected CMAR firm shall be required to complete and submit, as a condition precedent for seeking the approval of any CMAR Contract with the County in connection with the Project, a signed, original copy of Form 1295, a copy of which is attached to this RFQ/P as Exhibit F.

SECTION 3 - OFFEROR'S QUESTIONNAIRE; REQUIREMENTS FOR RFQ/P

Offerors shall carefully read the information contained in the following criteria and submit a complete response to all questions in this Section 3 formatted as directed in Section 5, below. Responses requiring additional space should be brief and submitted as an attachment to each Offeror's RFQ/P.

Incomplete responses may be considered non-responsive.

1. Firm/Contractor Information:

Name of firm:

Address of principal office:

Phone:

Fax:

Form of Business Organization (Corporation, Partnership, Individual, and Joint Venture, other?):

Year Founded:

Primary Individual to Contact Project Superintendent or Project Manager (Please provide resume):

2. Organization

2.1 How many years has your organization been in business in its current capacity?

2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

2.3 If your organization is a corporation, please provide date of incorporation, State of incorporation and list all officers of the corporation.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of managing partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

3. Licensing

3.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

3.2 List jurisdictions in which your organization's partnership or trade name is filed.

4. Experience

4.1 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?

4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

4.3 Claims and suits (If the answer to any of the questions below is yes, please attach details).

4.3.1 Has your organization ever failed to complete any work awarded to it?

4.3.2 Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last 5 years?

4.3.3 Has your organization filed any lawsuits or requested arbitration with regards to construction contracts within the last five years?

4.4 Within the last five 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.)

4.5 Current work:

List the major construction projects your organization has in progress (noting method of selection, i.e.: Design-Build, CM at Risk, Bid, Proposal or other), giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date.

4.6 Work over last 5 years:

List major projects similar in size and scope constructed by your firm. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, completion date, owner, architect, and method of selection, i.e.: Design-Build, CM at risk, bid, proposal or other.

- 4.7 Public/Governmental Project Experience:
List major projects in the public and/or governmental sector of at least \$500,000 or more constructed by your firm within the last five years.
- 4.8 Renovation/Refurbishment Experience:
List major projects that were solely or partly considered as a renovation and/or refurbishment of an existing public sector and/or governmental agency building (60% or more of an existing structure).

5. Financial Information Submission - OPTIONAL:

- 5.1 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 per value, earned surplus and retained earnings).
- 5.2 Name and address of firm preparing attached financial statement and date thereof.
- 5.3 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).
- 5.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- 5.5 Provide name, address, and phone for bank reference.

6. Insurance.

- 6.1 Provide Certificates of Insurance for both Liability and Worker's Compensation. If selected, you will be required to add the County as an additional insured party.

7. Experience with concepts for working as a part of a construction team.

- 7.1 Describe your organization's concepts for working in a team relationship with the Owner and Architect during the construction of major projects. Describe your organization's methods for controlling costs, and for scheduling during the construction phase.
- 7.2 Cost Estimates:
Attach a sample of a final cost estimate prepared during the Bidding Phase of a project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided).
- 7.3 Fees:
Construction Phase Services Fee
Describe your organization's ideology as it pertains to the construction phase fee, i.e., fixed fee, percentage fee, and particular items to be included and/or excluded from the fee.
- 7.4 Savings:
Describe your organization's concept for the disposition of savings realized during construction. Is the full amount or a percentage thereof returned to the Owner?
- 7.5 Contingencies:
Describe your organization's concept for cost contingencies during design? During construction? What is your organization's concept for the disposition of contingency funds after the completion of the project? Give a history of project cost based on bid cost versus final cost noting reasons and amounts of change orders. What percentage contractor contingency do you carry with 100% construction documents?
- 7.6 Cost Information:
Your firm would be required to make all cost information during design and construction available to County and architect. Describe how this information would be furnished and how the County and architect would be assured that it is complete and accurate.

8. Safety

Provide information as it pertains to your firm's accident frequency rate and modifier for the last five years. List any OSHA citations in the last five years. List any deaths that have occurred on your projects in the last five years.

9. Schedules

Provide samples of schedules that will be used to control various project phases. Give a history of your ability to deliver projects on time for the past 5 years. Describe methods employed to keep projects on schedule and methods of corrective action to overcome schedule deficiencies. PROVIDE AN ESTIMATED PROPOSED TIMELINE FOR COMPLETED CONSTRUCTION IF SELECTED (Include in Exhibit B).

10. Fees

Detail all applicable fees and charges associated with this type of project: specify overhead and profit percentages, as well as other anticipated fees/charges.

11. References

For the projects listed above (re: item 4.6), identify a representative of the County and a representative of the Architect whom we could contact as references regarding your organization's services. Ideally, some of the references should be for municipal projects of comparable scope.

SECTION 4 - GENERAL AND SUPPLEMENTARY GENERAL CONDITIONS

General and Supplementary General Conditions shall be incorporated into and made a part of the CMAR Contract between the County and the selected Contractor. Contract NOT included within this document.

SECTION 5 - FORMAT OF RFQ/P

5.1 GENERAL INSTRUCTIONS

- a. RFQ/P shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFQ/P. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.
- b. RFQ/P shall be a maximum of fifty (50) total printed pages.
- c. Offerors shall carefully read the information contained in this RFQ/P and submit a complete response to all requirements and questions as directed. Incomplete RFQ/P will be considered non-responsive and subject to rejection.
- d. RFQ/P and any other information submitted by Offerors in response to this RFQ/P shall become the property of the County.
- e. RFQ/P that are qualified with conditional clauses, alterations, items not called for in the RFQ/P documents, or irregularities of any kind are subject to rejection by the County, at its option.
- f. The County makes no representations of any kind that an award will be made as a result of this RFQ/P. The County reserves the right to accept or reject any or all RFQ/P, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ/P when deemed to be in the County's best interest.
- g. RFQ/P shall consist of answers to questions identified in Section 3 of this RFQ/P. It is not necessary to repeat the question in the response. It is essential that Offerors reference the question numbers to the corresponding responses. In cases where a question does not apply, or if you are unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.
- h. **Failure to comply with all requirements contained in this RFQ/P may result in the rejection of the RFQ/P.**

- i. Firms wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer. The returned form should indicate your CMAR Firm's name and include the words "No-Response" in the right-hand column.

5.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS

- a. RFQ/P shall be typed and printed on letter-size (8-1/2" x 11") paper. Each Offeror is required to submit two (2) hardcopies, of which one (1) is an original signed unbound, plus one (1) digital/electronic set of the entire RFQ/P in response to this RFQ/P. An original signature must appear on the Execution of Offer (see Attachment 1 to this RFQ/P) of the one (1) original submitted.
- b. Additional attachments shall not be included with the RFQ/P. Only the responses provided by the Offeror to the questions identified in Section 3 of this RFQ/P will be used by the County for evaluation.
- c. Separate and identify each criteria response to Section 3 of this RFQ/P by use of a divider sheet with an integral tab for ready reference.

5.3 TABLE OF CONTENTS

- a. Include with the Proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference to the sections of the RFQ/P.

5.4 PAGINATION

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

SECTION 6 - SPECIFICATIONS

6.1 General:

The County's request for RFQ/Ps from qualified and experienced CMAR firms to meet the following minimum specifications stated in this Section.

6.2 Specifications/Scope of Work:

The scope of work involves providing value engineering recommendations in the design phase of the Project and actual construction work for the Substations and Project Sites using the CMAR delivery method generally provided for in Subchapter F of Chapter 2269, Texas Government Code.

6.3 Delivery:

Offerors are instructed to provide a milestone schedule for the Project as follows:

- a. Pre-Construction Services Bidding
- b. Phased GMP Proposal's for Commissioner's Court Approval
- c. Start of Phases of Construction
- d. Completion of Phases of Construction
- e. FF&E Move-in

6.4 Miscellaneous Provisions: Personnel

CMAR firm shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under the CMAR Contract in accordance with the Project Schedule.

CMAR firm shall assign to the County a designated representative who will be responsible for the coordination and administration of the County's requirements.

SECTION 7 - PROJECT EXECUTION

Following execution of the CMAR Contract by the parties, the CMAR Firm hereunder, that Firm's engineers or architects shall work with the County's Architect/Engineer to identify elements of "value added engineering" and design in the completion of the design, submitting all design elements for review and determination of scope compliance by the County's engineer or architect, before or concurrently, with commencement of construction.

An engineer employed or retained in connection with the Project for any reason shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, Texas Occupations Code. An architect employed or retained in connection with the Project for any reason shall have responsibility for compliance with the requirements of Chapter 1051, Texas Occupations Code.

The County shall provide, or contract for, independently of the CMAR firm, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the construction of the Substations and development of the Project Sites by the County.

The CMAR firm shall supply a signed and sealed set of as-built construction documents for the Project to the County at the conclusion of construction. The construction documents shall include CAD (computer aided design) drawings for the County's use after occupancy.

ATTACHMENT 1

EXECUTION OF OFFER

RFQ/P NO. 2019-5318

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH OFFEROR'S RFQ/P. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR RFQ/P.

1. By signature hereon, Offeror offers and agrees to furnish the work and services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFQ/P documents and Offeror's RFQ/P.
2. By signature hereon, Offeror affirms that it 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 County employee, employee's family member, or member of the County Commissioners Court in connection with the submitted Proposal. **Failure to sign this Offer, or signing with a false statement, shall void the submitted RFQ/P or any resulting contract, and the Offeror shall be removed from all future proposal lists at the County.**
3. By signature hereon, a corporate Offeror certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. **A false certification shall be deemed a material breach of contract and, at the County's option, may result in cancellation of any resulting contract.**
4. By signature hereon, Offeror hereby certifies that neither Offeror or anyone acting for Offeror, 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 proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Offeror certifies that all statements and information prepared and submitted in response to this RFQ/P are current, complete and accurate.
6. By signature hereon, Offeror certifies that the individual signing this document and the documents made part of the RFQ/P is authorized to sign such documents on behalf of the CMAR firm and to bind the firm under any contract which may result from the submission of this RFQ/P.
7. By signature hereon, Offeror certifies that no relationship, whether by relative, business associate, capital funding agreement, or by any other such kinship exist between Offeror and an employee of County, and Offeror has not been an employee of the County within the immediate twelve (12) months prior to submission of its RFQ/P. All such disclosures will be subject to administrative review and approval prior to the County entering into any contract with Offeror.
8. By signature hereon, Offeror affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ/P.
9. Offeror represents and warrants that all articles and services quoted in response to this RFQ/P meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 01-696) and its regulations in effect or proposed as of the date of this RFQ/P.
10. By signature hereon, Offeror signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
11. By signature hereon, Offeror signifies its compliance with all applicable codes and building regulations as well as all rules, regulations and laws associated with healthcare services (*i.e.*, HIPAA, OSHA, ADA, Fire Safety, etc.) in force or announced prior to the date of submittal of the RFQ/P.

Complete the following:

VIN No: _____

FEI No: _____

If Sole County:

SS No: _____

If a Corporation:

State of Incorporation: _____

Charter No: _____

Submitted by:

(Authorized Signature)

(Printed: Name/Title)

(Company/Firm Name)

(Mailing Address City, State, Zip Code)

(Physical Address City, State, Zip Code)

(Date)

(Primary Office Telephone Number)

(Official Mobile Cell Phone Number)

(Facsimile Number)

(Email Address)

(Company Website)

EXHIBIT A

ADDITIONAL CONTRACT DOCUMENTS AND SPECIFICATIONS

In order to provide value added engineering and greater efficiency, it is the intent of the County that the selected CMAR Firm be involved in the design process in conjunction with the Project Architect in finalizing design documents. The following are value-added engineering and efficiency initiatives that the Offeror recommends for the Project:

EXHIBIT B**PROPOSAL, FEES AND DELIVERY SCHEDULE**

{To be provided as an attachment on Company/Firm Letterhead, CSI MasterFormat Division Outline.}

EXHIBIT C (Only required to be completed and submitted upon selection.)

PERFORMANCE BOND

Know all men by these presents:

1. That we _____, as Principal, and _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the County of Guadalupe, a political subdivision of the State of Texas ("Guadalupe County"), in the sum of (\$_____) for payment of which unto said Guadalupe County we, the said Principal and said Surety, do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents:
2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said _____ hereinafter called Contractor or Principal, has entered into a certain Contract dated _____, with said Guadalupe County, for the construction and completion for said Guadalupe County Project, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.
3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structure, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said Contract and all included instruments, according to their intent and purpose insofar as the same relate to, or are incident to, the construction and completion of said structure then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect. It is further understood and agreed that this bond shall be a continuous obligation against the Contractor and the Surety hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the Surety on this bond shall not be in any manner released or diminished by any changes in the work on the Project which may be authorized or directed by Guadalupe County nor by the exercise or failure to exercise by, or on behalf of, Guadalupe County any right or remedy provided by the Contract or specifications or by any law or ordinance.
4. It is further understood that this obligation is incurred in accordance with Subchapter F of Chapter 2269, Texas Government Code and that this obligation is for the benefit and sole protection of Guadalupe County.

IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety here on this

_____ day of _____ AD 2019.

By: _____
Construction Manager at Risk Firm

By: _____
Surety

EXHIBIT D (Only required to be completed and submitted upon selection.)

PAYMENT BOND

Know all men by these presents:

1. That we _____, as Principal, and _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the County of Guadalupe, a political subdivision of the

State of Texas ("Guadalupe County"), in the sum of (\$ _____) for payment of which unto said Guadalupe County we, the said Principal and said Surety, do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said _____ hereinafter called Contractor or Principal, has

entered into a certain Contract dated _____, 2019 with said Guadalupe County, for the construction and completion for said Guadalupe County Project, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein, and for the performance and observance of diverse other matters and things in connection with said work, and, *inter alia*, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the work provided for in said Contract; all as more fully described in said Contract and its included instruments which are expressly made a part of this obligation;

3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect: and it is hereby further understood and agreed that this bond shall be a continuous obligation against the Principal and the Surety hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the Surety on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by Guadalupe County, nor by the exercise or failure to exercise by or on behalf of Guadalupe County any right or remedy provided by the contract or specifications or by any law or ordinances.

4. It is further understood that this obligation is incurred in accordance with Subchapter F of Chapter 2269, Texas Government Code and that this obligation is for the benefit and sole protection of all persons supplying labor, materials, and services in the prosecution of said Contract.

IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this _____ day of _____ AD 2019.

By: _____
Construction Manager at Risk Firm

By: _____
Surety

EXHIBIT E

**TEXAS GOVERNMENT CODE,
TITLE 10. GENERAL GOVERNMENT,
SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT,
CHAPTER 2258. PREVAILING WAGE RATES**

(<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2258.htm>)

Executive Order 13658, Establishing a Minimum Wage for Contractors: Annual Update

On September 26, 2018, the Department of Labor published a [Final Rule](#) in the Federal Register: Minimum Wage for Contractors; Updating Regulations to Reflect Executive Order 13838.

On September 4, 2018, the Department of Labor published a [Notice](#) in the Federal Register to announce that, beginning January 1, 2019, the Executive Order 13658 minimum wage rate is increased to \$10.60 per hour (83 FR 44906). This Executive Order minimum wage rate generally must be paid to workers performing work on or in connection with covered contracts. Additionally, beginning January 1, 2019, tipped employees performing work on or in connection with covered contracts generally must be paid a minimum cash wage of \$7.40 per hour. Questions relating to the Executive Order and/or these wage rates may be directed to the Government Contracts Division at (202) 693-0064.

Additional information on contractor requirements and worker protections under the EO is available at:

www.dol.gov/whd/govcontracts

EXHIBIT F

Disclosure of Interested Parties (Effective December 24, 2015) Text of Adopted Rule

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908, Texas Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46, Texas Administrative Code) on November 30, 2015, to implement the law.

Texas Ethics Commission (TEC) Form 1295 must be completed online at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm