

**REQUEST FOR
STATEMENTS OF QUALIFICATIONS
FOR
CONSTRUCTION MANAGER AT RISK (CMAR):
SENIOR AND RESOURCE CENTER**

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	NFS 19-084
CIP Project No.:	GG1410
Solicitation Title:	Senior and Resource Center CMAR
Release Date:	March 27, 2019
NON-MANDATORY	April 02, 2019
Pre-Submittal Conference:	09:00 a.m. (local time, Phoenix, Arizona) Avondale City Hall Mojave Conference Room, First Floor 11465 West Civic Center Drive Avondale, Arizona 85323
Final Date for Inquiries:	April 08, 2019 at 6:00 PM (local time, Phoenix, Arizona)
SOQ Due Date and Time:	April 17, 2019 at 5:00 PM (local time, Phoenix, Arizona)
Letters to Final Listed Firms:	April 25, 2019 (anticipated)
Oral Interviews:	May 01, 2019
Target City Council Award Date:	May 20, 2019
Anticipated Agreement Start Date:	May 27, 2019
City Representatives:	Tiffany Copp tcopp@avondaleaz.gov

* **The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

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PART I. RFQ PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Qualifications (this “RFQ”) seeking statements of qualifications (“SOQ”) from qualified, licensed general contracting firms (“CMAR Firms”) interested in providing Construction Manager at Risk (CMAR) for design phase review and complete construction services related to the construction of Avondale Resource Center (the “Project”) and other items as deemed necessary by the City (collectively, the “Services”), as more particularly described in Subsection 1.1(A) below. This will be a one-step, qualifications-based process as authorized by ARIZ. REV. STAT. § 34-601 *et. seq.* A separate Request for Proposal will not be issued. In accordance with the City’s Procurement Code, the City will accept sealed SOQ for the Services.

A. Background. The City needs a new combined Senior Center and Resource Center constructed. The City has retained an Architectural Consultant and has begun the design process for the new Avondale Resource Center. Design and Construction of the Avondale Resource Center is referred to as the “Improvements.”

B. Design Review. The City has issued an RFQ for Design Services for this project and intends to have a consultant under contract prior to completing the selection for CMAR Services. The design and construction documents for the Improvements will be within 15% complete at the time the CMAR Firm is selected. The CMAR Firm will immediately conduct a thorough review of the documents and subsequent refinements according to the CMAR Agreement.

C. Reference Materials. A copy of the reference materials provided for this solicitation can be accessed on the City’s website at www.avondaleaz.gov/procurement.

1.2 Preparation/Submission of SOQ. CMAR Firms are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

A. Irregular or Non-responsive SOQ. The City may consider as “irregular” or “non-responsive” and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. An SOQ may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City, any of the following are true:

- (1) CMAR Firm does not meet the minimum required skill, experience or requirements to perform or provide the Services.
- (2) CMAR Firm has a past record of failing to fully perform or fulfill contractual obligations.
- (3) CMAR Firm cannot demonstrate financial stability.

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(4) CMAR Firm's SOQ contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the SOQ.

B. Submittal Quantities. Interested CMAR Firms must submit **one hardcopy original** and **one PDF copy** of the SOQ on a CD-ROM or similar electronic storage device. The PDF file must be in one file. Failure to adhere to the submittal quantity criteria shall result in the Proposal being determined non-responsive.

C. Required Submittal. The SOQ shall be a maximum of **15** pages to address the SOQ criteria (excluding cover letter, resumes and the CMAR Firm Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. CMAR Firms are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of the SOQ. The minimum allowable font for the SOQ is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the SOQ being determined non-responsive. Each SOQ shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II and the following:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor may be determined non-responsive.
- (2) CMAR Firm Information Form, with **original ink signature**.
- (3) References.
- (4) Project Schedule, if required.
- (5) Resumes, Licenses and Certifications (if required).
- (6) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. CMAR Firm Responsibilities. All CMAR Firms shall (1) examine the entire RFQ, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting an SOQ and (4) submit the entire SOQ by the official SOQ Due Date and Time. A late SOQ will not be accepted. A CMAR Firm submitting a late SOQ shall be so

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notified. Negligence in preparing an SOQ shall not be good cause for withdrawal after the SOQ Due Date and Time.

E. Sealed Submittals. All SOQ shall be sealed and clearly marked with the SOQ number and title, **(NFS 19-084) Senior & Resource Center CMAR**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified.

F. Address. All SOQ shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323. Proposals must be received in the City Clerk's office by the SOQ Due Date and Time indicated on the cover page of this RFQ. Telegraphic (facsimile), electronic (e-mail) or mailgram SOQ will not be considered.

G. Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Due Date and Time, a CMAR Firm (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (e-mail) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Due Date and Time.

1.3 Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. An SOQ submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The CMAR Firm is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

1.4 Inquiries.

A. Written/Verbal Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFQ. Any inquiries related to this RFQ shall refer to the number and title, page and paragraph. However, the Respondent should not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a Submittal and may not be opened until after the RFQ Deadline.

B. Inquiries Answered. All inquiries must be directed to the RFQ Administrator. Verbal or telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. The RFQ Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at <https://www.avondaleaz.gov/procurement>. The RFQ Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

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C. Pre-Submittal Conference. A mandatory Pre-Submittal Conference shall be held. The date and time of this conference will be indicated on the cover page of this RFQ; Failure to attend shall render that CMAR Firm's SOQ non-responsive. The purpose of this conference will be to clarify the contents of this RFQ in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the City at this conference. The City will issue written answers to any questions raised at the Pre-Submittal Conference. The City may issue a written amendment or addendum to this RFQ. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFQ. Any change to the RFQ shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of any addendum may result in the SOQ being rejected as non-responsive. It shall be the CMAR Firm's responsibility to check for addenda issued to this RFQ. Any addendum issued by the City with respect to this RFP will be posted on the City's procurement website at www.avondaleaz.gov/procurement.

1.6 Public Record. All SOQ shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.7 Confidential Information. If a CMAR Firm believes that an SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the CMAR Firm as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the City Representative shall inform the CMAR Firm in writing of such determination.

1.8 CMAR Firm Licensing and Registration. Prior to the award of the Agreement, the successful CMAR Firm shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the City Financial Services Department. The CMAR Firm shall provide licensure information with the SOQ. Corporations and limited liability entities must be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.9 Certification. By submitting an SOQ, the CMAR Firm certifies:

A. No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. It (including the CMAR Firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff, unless such person is designated as a City Representative. All inquiries must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 1.4 (Inquiries) above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the SOQ and the CMAR Firm Information Form is genuine, and the person signing has the authority to bind the CMAR Firm. Failure to sign the cover letter and the CMAR Firm Information Form, or signing either with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

F. Construction Manager at Risk Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Construction Manager at Risk Agreement and agrees to be bound by its terms.

1.10 Award of Agreement.

A. Evaluation; Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the CMAR Firms based upon its evaluation of (1) the SOQ, (2) information provided by references and (3) criteria outlined in this RFQ. The Selection Committee may select up to three finalists that will be invited for oral interviews with the Selection Committee. The City will conduct the oral interviews with the selected CMAR Firms and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three most qualified CMAR Firms. The RFQ Administrator will enter into negotiations with the highest scoring CMAR Firm from the final list.

B. Form of Agreement. The selected CMAR Firm will be required to execute the City's standard Construction Manager at Risk Agreement in a form acceptable to the City Attorney. A sample of the Construction Manager at Risk Agreement is included with this RFQ. The City reserves the right to terminate the selection process at any time.

C. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all SOQ or portions thereof and (3) cancel or reissue an RFQ.

D. Protests. Any CMAR Firm may protest this RFQ, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.11 Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ, including the sample Construction Manager at Risk Agreement, and the CMAR Firm's responsive SOQ, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the CMAR Firm has signed, and the City has approved, a Construction Manager at Risk Agreement between the City and the CMAR Firm in the form acceptable to the City Attorney.

PART II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the submittal requirements and scored by the Selection Committee.

2.2 Proposal Format and Scoring. The SOQ shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria.

A. General Information - 10 pts.

(1) One page cover letter as described in Subsection 1.2(C) (Required Submittal).

(2) Provide CMAR Firm identification information. Explain the CMAR Firm's legal organization including the legal name, address, identification number and legal form of the CMAR Firm (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the CMAR Firm is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the SOQ.

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(3) Identify the location of the CMAR Firm's principal office, the local work office, if different from the principal office and the percent of work expected to be done locally. Include any documentation that supports the CMAR Firm's authority to provide services in Arizona.

(4) Provide a general description of the CMAR Firm that is proposing to provide the Services, including years in business.

(5) Identify any contract or subcontract held by the CMAR Firm or officers of the CMAR Firm that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Provide the Arizona professional and contractor license numbers held by the CMAR Firm/team and the key personnel who will be assigned to this Project; please indicate if the individual or the firm holds the license.

(8) CMAR Firm Information Form, with an **original ink signature** (may be attached as separate appendix).

(9) CMAR Firms selected as finalists for this Project will be required to provide a statement from a surety company licensed to do business in Arizona with an A.M. Best rating of not less than A- to verify the Firm's bonding capacity.

B. Experience and Qualifications of the CMAR Firm - 25 pts.

(1) List at least three comparable projects in which the CMAR Firm served as Construction Manager at Risk during design and construction phases (without providing construction services), as the Builder in a Design-Build project, and/or General Contractor. Special consideration will be given to CMAR Firms that have provided Construction Manager at Risk services on similar successful projects. For each project, provide:

(a) Project description. Include details about how your project is similar to the one described in this SOQ.

(b) Role of the CMAR Firm (i.e. Construction Manager at Risk, Construction Manager, or General Contractor). If Construction Manager at Risk or General Contractor, state the percent and type of work self-performed for each project. Specify services provided during the design phase, i.e. cost estimating, scheduling, value engineering and other services.

- (c) Describe the CMAR Firm's experience in the vertical construction of municipal facilities.
- (d) Project's original contracted construction cost and final construction cost. Explain any deviation.
- (e) Project's original completion date and final completion date.
- (f) Project owner.
- (g) Project references, including telephone number and email address.

(2) List all Arizona projects, whether completed, ongoing, or selected, but not yet under contract, where the CMAR Firm/team provided either Construction Manager at Risk, Builder in a Design-Build project, or general construction services in the last three years.

(3) The City's representative may conduct any investigation deemed necessary to determine the CMAR Firm's ability to perform the Project. CMAR Firms may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Positions - 30 pts.

(1) Provide an organizational chart showing key personnel to be involved in this Project and CMAR Firm affiliation. At a minimum, identify the following:

- (a) Project Manager for Preconstruction Services and during construction.
- (b) Chief Estimator.
- (c) Construction Engineer.
- (d) Superintendent.
- (e) Other key personnel as desired.

(2) Identify the home office location of key personnel, length of time with the firm and the percent of work to be done locally.

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(3) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project, including experience in construction manager at risk projects. At a minimum, the listed projects should include two comparable projects, the project name, project owner, location, key person's role, reference information and brief description of the work. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed two pages in length.

D. Project Understanding and Approach - 30 pts.

(1) Discuss your understanding of this Project. Include major issues your firm/team has identified and how you intend to address those issues.

(2) Describe your approach to performing the required Services in the Scope of Work described in the Construction Manager at Risk Agreement in Exhibit B, including the following processes:

- (a) Planning.
- (b) Estimating.
- (c) Scheduling.
- (d) Budget and cost controls.
- (e) Project management and team organization during design and construction phase services.
- (f) Bid package management.
- (g) Management of overhead costs.
- (h) Managing subcontractors.
- (i) Quality control.
- (j) Safety.
- (k) Dispute resolution.

(3) Submit a subcontractor selection plan that meets ARIZ. REV. STAT. § 34-601 *et seq.* requirements. Discuss the benefits that your selection provides to the Project.

E. Project Schedule - 20 pts.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate CMAR Firm's ability to meet the designated milestones as listed below. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates:

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- (1) Contract Award Date – May 2019
- (2) Notice to Proceed Date – May 2019
- (3) Proposed Kick-Off Meeting – June 2019
- (4) Substantial Completion Date – September 2020
- (5) Final Completion Date – December 2020

Total Possible Points for SOQ Submittal: 100

PART III. ORAL INTERVIEWS; SCORING

Three CMAR Firms may be selected for oral interviews. The selected CMAR Firms will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. CMAR Firms may be given additional information for these oral interviews.

Oral Interview

20	Experience and Qualifications of the CMAR Firm
40	Key Positions
<u>40</u>	Project Approach
100	Total Possible Points for Oral Interview

Total Points Possible for this RFQ: 200

PART IV. CMAR FIRM INFORMATION FORM

By submitting your Statement of Qualifications, the submitting CMAR Firm certifies that it has reviewed the administrative information and draft of the Construction Manager at Risk Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

CMAR FIRM SUBMITTING SOQ

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NUMBER: _____

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)
- _____ Minority Business Enterprise (MBE)
- _____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.

EXHIBIT A
TO
REQUEST FOR STATEMENTS OF QUALIFICATIONS
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CONSTRUCTION MANAGER AT RISK

[Scope of Work]

See following pages.

SCOPE OF WORK

Construction Manager at Risk Avondale Senior and Resource Center

1. Introduction. The Construction Manager will provide the Services for the Improvements in a two-phase approach, preconstruction and construction, listed below. Single or multiple design and construction packages may be prepared for the Improvements based upon the Construction Manager's recommendations. Due to phasing requirements, the Construction Manager may prepare one or more Guaranteed Maximum Price ("GMP") proposals for the Improvements.
2. Phase 1 – Preconstruction Services. The Construction Manager will provide the Services described in Article 2 of the Construction Manager at Risk Agreement.
3. Phase 2 – Construction Services.
 - 3.1 Senior and Resource Center.
 - A. Construct the Senior and Resource Center
4. Project Management.
 - 4.1 Construction Manager will be the lead firm and the responsible party for the Improvements. All Improvements must be completed per the approved design and GMP.
 - 4.2 Construction Manager shall establish and maintain open communications with all parties associated with the Improvements.
 - 4.3 Construction Manager shall supervise all subcontractors.
 - 4.4 Construction Manager must deliver the final Project within the established GMP and approved baseline schedule.

EXHIBIT B
TO
REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR
CONSTRUCTION MANAGER AT RISK

[Construction Manager at Risk Agreement]

See following pages.