

City of Josephine, Texas

REQUEST FOR QUALIFICATIONS

DESIGN BUILD SERVICES FOR THE Public Safety/Fire Station #1 and Renovation of Church to Community Center

RFQ No. 2022-03

July 22, 2022

Table of Contents

Section 1. Request for Qualifications	1
1.1 General Notice	1
1.2 Overview	1
1.3 Conceptual Schedule	1
1.4 Construction Costs	1
1.5 Status of Existing Design and Permitting	1
1.6 Additional Information and Procurement Process	1
1.7 Acknowledgement of RFQ	2
1.8 Procurement Conference	2
1.9 Delivery of SOQs and Procurement Schedule	2
1.10 Point of Contact	2
Section 2. Instructions to Proposers	4
2.1 Defined Terms	5
2.2 RFQ	5
2.3 SOQ Submittal	6
2.4 Interviews	6
2.5 Withdrawal of SOQs	6
2.6 Opening of SOQs	6
2.7 Evaluation of SOQs	7
2.8 Project Security and Insurance	8
2.9 Conflict of Interest	8
2.10 Requirements for Professional Services	8
2.11 Inspection and Construction Materials Testing	9
2.12 Services Provide by the Design-Builder	9
2.13 Self-Performance of Construction Work	9
2.14 Prevailing Wages	10
2.15 Validity of SOQs	10

2.16 Responsiveness	10
2.17 Owner Not Responsible for Assumptions by Proposer	10
2.18 Rights and Reservations of the Owner	10
2.19 Requirements to Keep DB Team Intact	11

Section 3. Statement of Qualifications 12

3.1 SOQ Submission Requirements	12
3.2 Requirements for the SOQ	12
3.3 SOQ Format	13

Attachment A

Additional Information

Attachment B

RFQ Required Submissions

SECTION 1. Request for Qualifications

1.1 General Notice

1.1.1 The City of Josephine (“Owner”) extends this Request for Qualifications (“RFQ”) to solicit a Statement of Qualification (“SOQ”) from any interested party (“Proposer”) for Design-Build (DB) Services (“Services”) for the Public Safety/Fire Station #1 and Renovation of Church to Community Center (“Project”).

1.2 Overview

1.2.1 The Owner requires a facility that provides for a new Public Safety/Fire Station and Renovation of Church to Community Center. The selected site of this new facility will be determined at a later date. There are several locations currently being assessed based on ISO ratings. The Public Safety/Fire Station #1 is planned to consist of a structure between 10,000 and 12,000 sq. ft. and will contain four apparatus bays, administrative areas and living quarters for the Fire Department and adequate facilities for Public Safety. The Renovation of the Church into a Community center is 4,000 square feet and will have offices and a break room.

1.3 Conceptual Schedule

July 22, 2022	RFQ Notices Publishes
August 12, 2022	Procurement Conference
August 26, 2022	Submissions Due
September 5, 2022	Project awarded to Design-Builder
January 27, 2023	Design Complete/Apply for Building Permits
January 31, 2023	Construction Start
March 29, 2024	Construction Complete for occupancy

1.4 Construction Costs

1.4.1 The conceptual construction cost value of this project is \$5-5.5 million dollars.

1.5 Status of Existing Design and Permitting

1.5.1 At this time, the Owner has not proceeded with any conceptual or preliminary design for this Public Safety/Fire Station facility or Renovation of Church to Community Center. In addition, they have not obtained any permits that may be required.

1.6 Additional Information and Procurement Process

1.6.1 At this time, the Owner is contemplating the use of the design–build project delivery method. The procurement and the provision of Services will be in accordance with Texas Government Code Chapter 2269, Subchapter G and this RFQ. Selection of the Design-Builder will be made using a two-step procurement and selection process.

1.6.2 Services required consist of design and construction services, (“Services”) as further described in the RFQ.

1.6.3 In accordance with the Texas Government Code Section 2269.304, a design-build firm must be a sole proprietorship, partnership, corporation or other legal entity or team that includes an architect or engineer and a construction contractor.

1.6.4 The Owner intends to enter into a Design-Build Agreement (“Agreement”), a copy of which will be included in the Request for Qualifications (RFQ) for this Project.

1.6.5 Additional information related to this Project can be found on Attachment A to this RFQ.

1.7 Acknowledgement of RFQ

1.7.1 Each potential Proposer shall provide the Point of Contact, within **five (5) business Days** of receipt of this RFQ, an acknowledgement that it has received the RFQ and is a potential Proposer. Such acknowledgement shall identify and provide full contact information for the Proposer Contact (name of firm, point of contact person, mailing address, phone number, email address), who shall be the Proposer’s single point of contact for the receipt of any future documents, notices and addenda associated with this RFQ. Such acknowledgement must be sent in writing and a copy electronically transmitted to the Point of Contact.

1.8 Procurement Conference

1.8.1 A procurement conference will be held on August 12, 2022 beginning at 10:00 a.m. at City of Josephine City Hall 201 S. Main Street Josephine, Texas 75173

1.9 Delivery of SOQs and Procurement Schedule

1.9.1 For the SOQ to be accepted, the SOQ must be received at the address shown below no later than 2:00 p.m. on August 26th, 2022. Submissions received after this time will not be considered. Address SOQs to:

City of Josephine
City Administrator
201 S. Main Street
Josephine, Texas 75173

1.9.2 The Owner assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ. All such costs shall be borne solely by each Proposer.

1.10 Point of Contact

1.10.1 To ensure fairness during the procurement process, until the Agreement is executed, Proposers and their employees, representatives and agents shall not contact an Owner staff, member of selection committee, City Council member, or any other official, employee, representative or consultant (identified immediately below of the Owner) involved with this procurement process other than the Point of Contact identified in section 1.10.2 of this RFQ.

Owner Representative:

AGCM, Inc.
Sean Spyres, Program Manager

1.10.2 All communication and direct questions regarding this RFQ and Project are to be submitted by email specifically referencing this RFQ, to the Point of Contact. Modifications to the RFQ can only be made by Addenda.

Point of Contact: Sean Spyres
Email Address: sspyres@agcm.com

1.10.3 All communications are subject to distribution to all Proposers except that Owner will endeavor to prevent disclosure to other Proposers' information unique to a particular Proposer or otherwise identified as proprietary or confidential by a Proposer. The Owner will share with all Proposers all addenda to this RFQ including any revisions based on its review of Proposer comment and questions concerning this RFQ. The Owner disclaims the accuracy of information derived from any source other than the Owner Representative Contact identified above, and the use of any such information is at the sole risk of the Proposer. Only answers and responses issued by formal addenda shall be final and binding upon the Owner. Oral and other interpretations shall be without legal effect and Proposer shall not rely on such oral and other interpretations.

SECTION 2. Instructions for Proposers

2.1 Defined Terms

2.1.1 Terms used in the RFQ will have the meanings indicated in this RFQ.

2.1.2 For purposes of this RFQ and when used elsewhere in this RFQ the following definitions shall apply:

- A. **Proposer** means the corporate entity or firm that submits the SOQ in response to this RFQ, seeks to be shortlisted by the Owner as a Shortlisted Proposer to respond to an RFP and seeks to be awarded the Agreement with the Owner for the Project and if selected for the Project will execute the Agreement.
- B. **Design-Builder** means the Shortlisted Proposer selected for the Project and awarded the Agreement that will execute the Agreement.
- C. **Shortlisted Proposer** means a Proposer who is invited, based on the Owner's evaluation and ranking of the SOQs received in step one of this procurement, to submit a proposal in response to an RFP.
- D. **DB Team** means the team formed by the Proposer for purposes of responding to the RFQ.
- E. **DB Team Member** means a corporate entity or firm or individual included in the DB Team and identified in the SOQ that will provide any of the Services for this Project.
- F. **Lead Designer** means the Proposer or DB Team Member having primary responsibility for engineering and design services for the entire Project.
- G. **Lead Constructor** means Proposer or DB team Member having primary responsibility for construction services for the entire Project.
- H. **Services** means those services provided by the Design-Builder for design services and construction services described in this RFQ.
- I. **Sub consultant** means an individual or entity having a direct contract with the Design-Builder or with any other Sub consultant for the performance of part of the Services.
- J. **Subcontractor** means an individual or entity having a direct contract with the Design-Builder or with any other Subcontractor for the performance of part of the Work.
- K. **Work** means the entire construction, or the various separately identifiable parts thereof required to be provided under the contract documents. Work includes and is the result of performing or providing all labor, services and documentation necessary to produce such construction and furnishing, installing and incorporating all materials and equipment into such construction, as required by the contract documents.

2.2 RFQ

- 2.2.1 Neither Owner nor Owner's Representatives and Consultant assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete RFQ.
- 2.2.2 Proposers are required to submit a SOQ for consideration in being short listed to receive the RFP and subsequent award of the Agreement for the Services.
- 2.2.3 Prior to the SOQ submission deadline stated in this RFQ, submit all questions about the meaning or intent of the RFQ, Addenda and the related supplemental information to the Point of Contact as indicated in the RFQ. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda. Addenda will be transmitted by email. Questions received less than 5 days prior to the date for opening of SOQs may not be answered.
- 2.2.4 Owner will make copies of RFQ available on the above terms only for the purpose of obtaining SOQs to determine the Proposers that are ranked the highest that will be short-listed to receive the RFP and does not confer a license or grant permission or authorization for any other use. The ranking will be in accordance with the evaluation criteria and weighting described in the RFQ.

2.3 SOQ Submittal

- 2.3.1 Proposers are required to submit an SOQ for consideration in being short listed to receive the RFP and subsequent award of the Agreement for the Services.
- 2.3.2 The SOQ shall be completed and submitted in accordance with Section 3 of the RFQ.
- 2.3.3 Before submitting an SOQ:
 - A. Examine and carefully study the RFQ, including any addenda and the related supplemental information identified in the RFQ.
 - B. Become familiar and satisfied with all federal, state, and local laws and regulations that may affect cost, progress, or the provisions of the Services.
 - C. Carefully study and correlate the information known to Proposer with the RFQ, Addenda and the related supplemental information identified in the RFQ.
 - D. Promptly give Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFQ, Addenda and the related supplemental information.
- 2.3.4 All materials submitted to the Owner become public property and are subject to the Texas Public Information Act, Texas Government Code Chapter 552. If the SOQ contains proprietary information that the Proposer does not want disclosed, each page containing such information must be identified and marked "PROPRIETARY" at the time of submittal. Owner will, to the extent provided by law, endeavor to protect such information from disclosure. Owner will notify proposers in writing if proprietary information

is requested and Proposer will be given an opportunity to request from the Texas Attorney General that the information be withheld. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Proposers shall not be permitted to mark their entire SOQ as proprietary.

2.4 Interviews

2.4.1 The Owner, at its sole discretion, may choose to conduct interviews with any or all Proposers to provide Proposers a better opportunity to demonstrate their qualifications and experience and how they can provide the best value to the Owner for this Project.

2.4.2 If the Owner chooses to conduct interviews, Proposers will be notified of:

1. The time and place for the interview.
2. Interview format and agenda.
3. Individuals that are expected to participate in the interview as a minimum.

2.4.3 The Owner will consider the information provided in these interviews and reassess, if appropriate and necessary, the rankings of those Proposers. Using information from the SOQs and the interview the Owner will make the final determination as to the highest ranked SOQs.

2.4.4 Failure to participate in the interview may result in disqualification from consideration for the Project.

2.5 Withdrawal of SOQ

2.5.1 Deliver the document to the place where the SOQs are to be submitted prior to the date and time for the opening of the SOQs.

2.5.2 Proposers may withdraw an SOQ by providing a written request, duly executed by an authorized representative, and delivered to the Owner at any time prior to the SOQ submittal deadline or within 24 hours after SOQs are opened. If withdrawal is after SOQs are opened, the written request shall demonstrate to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its SOQ. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Proposer.

2.6 Opening of SOQs

2.6.1 SOQs will be publicly opened at the time and place indicated in this RFQ. Owner will publicly acknowledge receipt of SOQs received in time to be considered. The names of Proposers submitting an SOQ will be read aloud at this time and place. There will be no further discussion of the SOQs or the procurement process and no questions or comments will be received at this time and place.

2.7 Evaluation of SOQs

- 2.7.1 Within 7 days after the date of opening the SOQs, the Owner will evaluate and rank each SOQ with respect to the evaluation criteria and weighting described in this RFQ. In evaluating SOQs, Owner will also consider whether or not the SOQs fully comply with the RFQ submittal requirements.
- 2.7.2 In considering SOQs, Owner will evaluate, score and rank the SOQs in accordance with the evaluation criteria and weighting set forth in this RFQ to determine the SOQs that are the highest ranked. The Owner may select up to five Shortlisted Proposers to receive the RFP. At this time, the Owner contemplates selecting three Shortlisted Proposers.
- 2.7.3 The SOQs will be evaluated using the criteria and weighting indicated in the table below.

Weight

Evaluation Criteria	Weight
Compliant SOQ Transmittal Letter; Financial Information, Ability to provide bonds and insurance	Pass/Fail
Proposer and DB Team Profiles	15
Proposer and DB Team Qualifications and Experience/Quality of Past Projects	35
Project Organization and Key Personnel	30
Project Approach	20
Total	100

- 2.7.4 Material misstatements and/or inaccuracies in the information submitted in the SOQs that was relied upon for evaluation, scoring and ranking may be grounds for rejection of the SOQ for this Project. Any material misstatements and/or inaccuracies, if discovered after award of the Agreement may be grounds for immediate termination of the Agreement, at the Owner's sole discretion. Additionally, the Proposer will be liable to the Owner for any additional costs or damages to the Owner resulting from such misstatements and/or inaccuracies, including costs and attorney's fees for collecting such costs and damages.
- 2.7.5 Submission of an SOQ indicates Proposer's acceptance of the evaluation criteria and weighting contained in the RFQ as well as Proposer's recognition and acknowledgement that subjective judgments must be made by the selection committee during the evaluation.

2.8 Project Security and Insurance

2.8.1 Project Security

A. With the submission of the SOQ and as an attachment to the SOQ Transmittal Letter, Proposer will be required to submit a letter from Proposer's surety verifying the Proposer's ability to provide the performance and payment bonds as required and documenting the commitment from its surety to provide such bonds.

B. The bonds must be issued by a surety legally authorized to do business in the State of Texas.

2.8.2 Insurance

A. With the submission of the SOQ and as an attachment to the SOQ Transmittal Letter, Proposer will be required to submit a certificate (copy acceptable) from Proposer's insurance company stating Proposer's ability to acquire and provide the required insurance for the Project.

B. The required insurance shall be obtained and maintained from insurance companies authorized to do business in the State of Texas and to issue insurance policies for the limits and coverages so required.

C. The insurance requirements are as follows:

- Statutory worker's compensation insurance: (as required by state law)
- Employer's liability insurance: \$1.0 million
- Commercial general liability insurance: \$1.0 million per occurrence; \$ 1.0 million annual aggregate
- Commercial automobile liability insurance: \$1.0 million combined single limit for bodily injury and property damage
- Pollution liability: \$1.0 million each occurrence and in the aggregate
- Excess liability insurance above the employer's, general, pollution and automobile insurance: \$10.0 million per occurrence

2.9 Conflict of Interest

2.9.1 Texas Local Government Code Chapter 176 requires the public disclosure of certain information concerning persons doing business or seeking to do business with the Owner, including affiliations and business and financial relationships such persons may have with Owner officers. The Conflict of Interest Questionnaire is included in RFQ Attachment B.

2.9.2 Proposer shall complete and submit this Questionnaire and include it with the SOQ Transmittal Letter

2.10 Requirements for Professional Services

2.10.1 Proposer shall secure any required services for the Project that are defined as professional services under the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code (for example, registered professional land surveyors, professional architects and professional engineers using the

qualifications based selection process prescribed by that Chapter). Each architect or engineer or professional services firm that is a member of a design build team must be selected in this manner.

2.11 Inspection and Construction Materials Testing

2.11.1 The Design-Builder will be required to provide quality control services in accordance with the contract documents. Independent of those Design-Builder services, and in accordance with Texas law, the Owner will provide or contract for inspection services, testing of construction material engineering and verification testing services necessary for acceptance of the Project. The Design-Builder will be required to provide management for coordination of these services.

2.12 Services Provided by the Design-Builder

2.12.1 The Services to be provided will consist of design and construction services which will be more fully described in the draft Agreement that will be included in the RFP. For purposes of the RFQ the services will generally consist of:

- A. Design services including preparing and submitting intermediate design review packages and design quality assurance.
- B. Preconstruction services (contractor input) consisting of constructability reviews, cost estimating and scheduling.
- C. Permitting activities to secure the permits needed for design and construction that are the responsibility of the Design-Builder.
- D. Construct the project through self-performance and use of subcontractors with responsibility for project safety, project controls, project quality control, subcontractor management, project site security and management, etc.
- E. Project close out services and transition to Owner operations.
- F. Warranty services.

2.13 Self-Performance of Construction Work

2.13.1 At this time, the Owner contemplates that self-perform will be allowed for the Project and there will be no limitation as to the amount of self-perform work the Design-Builder could undertake for the Project.

2.13.2 Proposer shall indicate in its SOQ the Proposer's intention to pursue self-perform Work for the Project. Proposer shall also indicate any DB Team Member's intention to pursue work. This information should be included in Section 1 of the SOQ.

2.13.3 The Owner would like to utilize the use of the local (City of Josephine) contracting community for this Project; however not to be considered in scoring of RFQ. Proposers are to consider this when responding to this RFQ.

2.14 Prevailing Wage Rate

2.14.1 Minimum wage rates will be required for the Project.

2.15 Validity of SOQs

2.15.1 The SOQ will remain in full force and effect for thirty (30) days after the SOQ submission date.

2.16 Responsiveness

2.16.1 To be deemed responsive, SOQs must be prepared thoroughly; be responsive to the requirements and criteria contained in the RFQ; demonstrate an ability to meet the requirements of the RFQ and conform to the material terms and/or conditions of the RFQ, all as determined solely by the Owner. The Owner will reject an SOQ if it is materially incomplete, takes excessive exceptions to material terms and/or conditions of the RFQ or contains information that does not appear to demonstrate an ability to meet the RFQ requirements, all as determined solely by the Owner. The Owner will apply reasonable judgment, balance and discretion in deciding whether an SOQ is responsive.

2.17 Owner Not Responsible for Assumptions by Proposers

2.17.1 Each SOQ shall present the assumptions that the Proposer has incorporated into its SOQ. Neither the acceptance by the Owner of a SOQ, nor the participation of the Owner at any interview with the Proposer, shall in any way be interpreted as an agreement or approval by the Owner that the assumptions reasonable or correct or that the Owner accepts any liability for the Proposer's SOQ. The Owner specifically disclaims responsibility or liability for any Proposer's assumptions in developing its SOQ.

2.18 Rights and Reservations of the Owner

2.18.1 In connection with this procurement process, the Owner reserves to itself all rights (which rights shall be exercisable by the Owner at its sole discretion) available to it under applicable law, including without limitation, the following with or without cause and with or without notice:

- A. The right to cancel, withdraw, postpone or extend RFQ in whole or in part at any time prior to the award of the Agreement without incurring any obligations or liabilities.
- B. The right to issue a new RFQ or to revise and modify, at any time prior to the SOQ submittal date, information included in the RFQ including but not limited to the dates set or projected and factors to be considered in evaluating SOQs and the responsibilities of the Proposers.
- C. The right to modify the procurement schedule.
- D. The right to waive deficiencies, informalities and irregularities in an SOQ and accept and review a non-conforming SOQ.
- E. The right to suspend and terminate the procurement process or to terminate evaluations of SOQs received at any time.

- F. The right to correspondence with the Proposers to seek an improved understanding of SOQs at any time.
- G. The right to request an interview with any or all Proposers during the SOQ evaluation period.
- H. The right to seek or obtain data and information from any source that has the potential to improve the understanding and evaluation of the SOQs.
- I. The right to appoint and change appointees of any selection committee.
- J. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- K. The right to respond to all, some or none of the inquiries, questions and/or requests for clarification received relative to this RFQ.
- L. The right to seek clarifications from any Proposer to fully understand information provided in the SOQ.
- M. The right to request additional information from a Proposer during the evaluation of SOQs.
- N. The right to reject an SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ.
- O. The right to conduct an independent investigation of any information, including prior experience identified in an SOQ by contacting project references, accessing public information, contacting independent parties or any other means.

2.19 Requirements to Keep DB Team Intact

- 2.19.1 The DB Team proposed by Proposer, including but not limited to the DB Team Members, Key Personnel and Alternate Key Personnel identified in the SOQ, shall remain on Proposer's DB Team for the duration of the procurement process and, if the Proposer is awarded the Agreement, the duration of the Project. If circumstances require a proposed change, it must be submitted in writing to the Point of Contact. The Owner, in its sole discretion, will determine whether to authorize the change. Unauthorized changes to the Proposer's DB Team at any time during the procurement process may result in the elimination of the Proposer from further consideration.

SECTION 3. Statement of Qualifications

3.1 SOQ Submission Requirements

3.1.1 Proposer shall provide an original SOQ and eight (8) printed copies of the SOQ.

3.1.2 Proposer shall also provide one digital copy of the SOQ in portable document format (pdf) on a USB drive. The SOQ is to be a single file that will print to match the printed copy provided. Confidential information may be provided in a separate file, provided that file is referenced in the SOQ. The Owner assumes no liability for differences in information contained in the printed SOQ and that contained in the digital copy. In the event of a discrepancy, the Owner will rely upon the information contained in the original printed SOQ.

3.1.3 Proposer shall enclose the SOQ and copies in an opaque sealed package plainly marked with the Project name, the name and address of the Proposer. The Proposer assumes full responsibility for ensuring that the SOQ and copies arrive at the prescribed location before the prescribed time

3.2 Requirements for the SOQ

3.2.1 The SOQ must include, as a minimum, the information described in this Section. Failure to submit the required information in the SOQ may result in the Owner considering the SOQ as nonresponsive and may result in rejection of the SOQ by the Owner.

3.2.2 Except for charts, schedules, exhibits and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper, except where specifically excepted in this RFQ. Charts, schedules, exhibits and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" x 11". All printing, except for the front cover of the SOQ and any appendices, must be a font of not less than 10-point and be double-sided. Audio visual materials including audio tapes, video tapes and CD Rom material will not be accepted.

3.2.3 Proposers are instructed to limit the information included in the SOQ to the information necessary to demonstrate the technical, financial and other qualifications and experience for the Project and any other information specifically requested in this RFQ. SOQs should be prepared in a straightforward and concise manner. Emphasis should be placed on clarity and completeness of content and responsiveness to the RFQ requirements.

3.2.4 Proposers must provide the information requested in the RFQ. Information is requested, subject to the page limits indicated. Failure to include the information completely and clearly may result in lower scores in the evaluations

3.2.5 SOQ Format

A. The SOQ shall be submitted in the following format as indicated below:

1. Cover Letter.
2. Section 1: SOQ Transmittal Letter and **required attachments**
 - a. Letter from surety
 - b. Insurance certificate
 - c. Conflict of Interest Questionnaire
3. Section 2: Proposer and DB Team Profiles
4. Section 3: Proposer and DB Team Qualifications and Experience
5. Section 4: Project Organization and Key Personnel
6. Section 5: Project Approach
7. Section 6: Financial Information

3.3 SOQ Format

3.3.1 Cover Letter

3.3.2 SOQ Transmittal Letter

- A. Proposer shall complete all blanks, type or print the required information and execute as indicated. Submit the completed and executed Letter and all required attachments

3.3.3 Proposer and DB Team Profiles

- A. Proposer shall provide information as to the history of the Proposer, ownership, organization and other background information including lines of business and service offerings, locations of home and other offices, years in business and providing design and/or construction services, including DB services for DB projects, growth over time in terms of number of projects, size of projects, types of projects, firm revenue, number of employees, etc. This narrative shall identify the Lead Designer and Lead Constructor. This narrative should also include a description of any other names the Proposer has had in its history and any related company that is named in the SOQ as to having relevant experience.
- B. Proposer shall indicate in this section the Proposer's intention to pursue self-perform work for the Project. Proposer shall also indicate any DB Team Member's intention to pursue work with the intention, the types of work should be identified.
- C. Provide the names of any DB Team Members. Provide brief summary information as to its history, ownership, organization and other background information including lines of business and service

offerings, locations of home and other offices, years in business and providing design and/or construction services, including DB services for DB projects, growth over time in terms of number of projects, size of projects, types of projects, firm revenue, number of employees, etc.

3.3.4 Proposer and DB Team Qualifications and Experience-Up to the past 15 years

A. Provide verifiable examples of at least three (3) Design-Build projects completed by the Proposer Team and/or DB Team Member as the design-builder. The project profile will include:

1. Name and location of project.
2. Project Owner.
3. General description of project and scope of work.
4. Construction cost of project.
5. Describe if design was completed on time and within owner's budget. If not describe the reasons and circumstances for delays and increased costs.
6. Indicate the involvement (roles and responsibilities) of any of the Key Personnel or Alternate Key Personnel proposed for this Project.
7. Describe any aspects of the project and actions taken by the Proposer that demonstrates why the Proposer could provide the best value to the Owner and/or that would differentiate the Proposer from the other Proposers.
8. Provide an owner reference for the project: name, title, email address and telephone number.

D. Provide a brief summary of Proposer's Health and Safety Program. Please note, Proposers with an EMR higher than 1.0 may be disqualified as a Proposer for the Project.

3.3.5 Project Organization and Key Personnel

- A. Describe the functional role and services that will be provided by the Proposer and any DB Team Members. Describe the history of the prior working relationships between Proposer and any DB Team Members working on any past projects. Provide a brief description of the managerial structure proposed for this Project including the reporting relationships.
- B. Provide an organizational chart(s) for this Project showing the functional structure of Proposer's Project team with lines identifying the significant positions and participants (both firms and individuals or positions) who are responsible for the major elements of the provision of the Services and the critical support elements. Key Personnel positions indicated on the organizational chart must have named individuals. Charts shall indicate the anticipated percent of each person's/position's time that will be committed to the Project.

- C. Proposer shall designate Key Personnel proposed for the Project. Key Personnel include the Project Manager, Design Manager, Preconstruction Manger, Project Superintendent, Safety Manager and Quality Control Manager. DB experience is highly preferred but not required. The Preconstruction Manger will participate and be responsible for the constructor constructability, scheduling and estimating input to the design effort. The Project Superintendent must be dedicated to this Project full time for the duration of the Project.
- D. Provide a resume for each Key Person. The Proposer must provide the services of the proposed Key Personnel for the life of the Project as a condition of qualification. Failure to provide the proposed Key Personnel or may result in the disqualification of the Proposer.
- E. For Key Personnel involved in DB projects, please provide a narrative that summarizes their collective experience in providing services for DB project. Have any members of the DB team received special training in the delivery of DB projects or special accolades in the delivery of DB projects?

3.3.6 Project Approach

- A. Proposer shall describe its specific Project approach to provide the Services to deliver a high quality, on time and on budget Project. The narrative should also describe the Proposer's commitment for local involvement in this Project

3.3.7 Financial Information

A. Financial Information and Bank Reference

1. Completion and submission in this Section of the Financial Resources Data Form. This Form is included in Attachment B of this RFQ.
2. If the Proposer is a consortium, a joint venture, LLC or a partnership, the SOQ shall identify the parties and relationships. Each participating party or firm of such consortium, joint venture, LLC, or partnership shall provide Financial Resources Date Form and Bank Credit Reference.

- B. Each Proposer shall submit the information requested below and include in this Section. If any of this information is not provided, the reason for its omission shall be stated. If the Proposer is a consortium, a joint venture, LLC or a partnership, the SOQ shall identify the parties and relationships. Each participating party or firm of such consortium, joint venture, LLC, or partnership shall provide the information requested below.

C. Direct Financial Questions

1. The purpose of this section is to elicit information pertaining to unfavorable circumstances or events that have the potential to adversely impact the Proposer's ability to honor its contractual commitments in the provision of the Services. To the extent that any of these questions are answered in a manner that indicates that any of these unfavorable circumstances or events have occurred, it is the responsibility of the Proposer to describe the unfavorable circumstance or event and provide sufficient information to demonstrate that the unfavorable circumstance or event will not adversely impact the Proposer's ability to honor its contractual commitments in

the provision of the Services. Responses to these questions are for Proposer and any predecessor name(s) of Proposer.

- a. Material Adverse Changes in Financial Position. Within the last three years, describe any material, historical, existing or anticipated changes in financial position of the Proposer including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures or divestitures.
- b. Bankruptcy. Has the Proposer ever declared bankruptcy or filed for protection from creditors under state or federal proceedings? If so, when and describe the impact it would have on the ability to undertake this Project.
- c. Liabilities and/or Potential Liabilities. List and briefly describe any pending or past legal proceedings within last three years and judgments or any contingent liabilities in which the Proposer or any parents, affiliates and subsidiaries of the Proposer was or is a party that could adversely affect the Proposer's financial position or ability to undertake this Project.
- d. Completion of Contracts. Within the last three years has the Proposer failed to complete any contract or has any contract been terminated due to alleged poor performance, default or litigation?
- e. Violation of Laws. Has the Proposer been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages? If so, describe the circumstances.
- f. Debarred from Bidding. Has the Proposer been debarred or are under consideration for debarment on public contracts by the federal government or by any governmental entity in Texas or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?
- g. Litigation. Has Proposer been involved in litigation involving owners for construction projects that have been filed within last three years or that are currently outstanding?

Attachment A

Additional Information

The information provided in this attachment is provided to the Proposers solely to inform the Proposer as the Owner's conceptual plan for the City of Josephine Public Safety/Fire Station #1 and Renovation of Church to Community Center. Actual design requirements will be scoped after the selection of the Design Builder.

Lot Size:

- Approximate Lot Size: TBD

Space Requirements: Public Safety/Fire Station #1

- Facility Size for Public Safety/Fire Station #1
Preferred: 10,000 to 12,000 sq. ft.
Acceptable: 11,000 sq. ft.

- Apparatus Bays X4
- Tool Room
- Air Room
- Bunker Gear Room

- Administrative Areas
Office Space
Dispatch/Watch room
Storage

- Living Quarters
Dormitory Rooms
Bathrooms
Dayroom/Dining
Kitchen

Exterior Area Requirements:

- Drive-Through Bay Paving
- Secured Employee Parking
- Public Parking

Space Requirements: Church renovation to Community Center

- Offices
- Break Room
- Conference Room
- Parking
- Restrooms

Attachment B

RFQ Required Submissions

1. SOQ Transmittal Letter
2. Conflict of Interest Questionnaire
3. Proposer Health and Safety Program
4. Financial Resources Data

City of Josephine
SOQ Transmittal Letter
(To be on Proposer Letterhead)

City of Josephine
City Administrator
201 S. Main Street
Josephine, TX 75173

_____ (Proposer) hereby submits its SOQ for the City of Josephine Public Safety/Fire Station #1 and Renovation of Church to Community Center. Proposer accepts all the requirements, terms, and conditions of the RFQ, including without limitation those dealing with the bid bond, required performance and payment bonds and insurance. The SOQ will remain subject to acceptance for thirty (30) days after the opening of SOQs.

In submitting this SOQ, Proposer certifies, represents and warrants, that:

- A. The submittal of the SOQ has been duly authorized by, and in all respects binding upon, the Proposer.
- B. The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this SOQ Transmittal Letter on behalf of the Proposer and that all representations made on this form are true and accurate.
- C. Proposer has examined, carefully studied and understands and agrees to be bound by the requirements of the RFQ, the other related information identified in the RFQ, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

- D. All information and statements contained in the SOQ, are current, correct and complete and are made with full knowledge that the Owner will rely on such information and statements in evaluating the SOQ.
- E. The submission of this SOQ will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFQ and Addenda without exception.

- F. Proposer acknowledges that it is aware and understands the requirements of Chapter 176 of the Texas Local Government Code and Proposer is solely responsible for complying with such requirements.
- G. Proposer certifies that each architect or engineer that is a DB Team Member was selected based on demonstrated competence and qualifications, in the manner provided by the Texas Government Code Section 2254.004.
- H. Proposer is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect furnishing the Services.
- I. Proposer has given Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFQ and the written resolution thereof by the Owner is acceptable to Proposer.
- J. Proposer has provided evidence of its authority to do business in the State of Texas and included such evidence with this Form. Alternately and if selected, Proposer will covenant, with its execution of this Form, to obtain and submit evidence of such authority to the Owner not later than the date of its execution of the Agreement.
- K. Proposer further represents that this SOQ is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham SOQ; Proposer has not solicited or induced any individual or entity to refrain from making a SOQ; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owner.

The following documents are attached to and made a condition of this SOQ:

A. SOQ

- 1). Cover Letter
- 2). SOQ Transmittal Letter with all required attachments
- 3). Proposer and DB Team Profiles
- 4). Proposer and DB Team Qualifications and Experience
- 5). Project Organization and Key Personnel
- 6). Project Approach
- 7). Financial Information
- 8). Resumes

B. In lieu of Proposer's covenant in item J above, evidence of Proposer's authority to do business in the State of Texas

The principal contact person who will serve as the interface between the Owner and the Proposer for all communications during the procurement period is:

Name: _____
Title: _____
Address: _____
Telephone: _____
Email: _____

The terms used in this letter have the meanings indicated in the RFQ. The significance of terms with initial capital letters is described in the RFQ.

Proposer agrees that venue shall lie exclusively in Collin County, Texas for any legal action.

This SOQ is submitted by:

Name of Proposer and identification of Proposer
(Individual; Corporation; Partnership; Joint
Venture; other-specify):

(typed or printed)

If a Joint Venture, the SOQ Transmittal Form must be signed by authorized representatives of all members of the Joint Venture.

For a corporation indicate the state of incorporation with the corporate address. For a limited liability company indicate the state in which company was formed with the company address.

By: _____
Title: _____

(Individual's Signature)

Proposer shall have this form notarized by a duly authorized notary public.

Doing business as: _____

Business address: _____

Phone: _____ E-mail: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)

7 _____

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.