

# **REQUEST FOR PROPOSALS**

Construction Manager at Risk  
(One Step Process)

Project:

New Corporate Offices

Due: January 8, 2020 by 2:00 P.M. (CST)

Offices of Longview Economic Development Corporation  
410 North Center Street  
Longview, Texas 75601

Longview Economic Development Corporation  
RFP - Construction Manager at Risk  
Due Date: January 8, 2020 2:00 P.M. (CST)

**NOTICE**

Longview Economic Development Corporation (LEDSCO) is soliciting proposals (hereafter called proposal) for Construction Manager at-Risk per the specifications stated elsewhere in this solicitation document. Proposals shall be submitted in an envelope marked on the outside with the vendor's name and address and proposal number and sent to the Offices of LEDSCO at:

Longview Economic Development Corporation  
410 North Center Street  
Longview, Texas 75601  
Attn: Wayne Mansfield, CEO

Proposals will be received on a continual basis at the above address until 2:00 PM (CST) January 8, 2020. Proposals received by hand delivery or mail after the stated due date and time will be remain unopened and deemed unacceptable.

Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the solicitation document. LEDSCO will not be responsible for mail delivered from the post office. Vendors must submit sealed proposals in the form of the completed offer form together with any material required by this document by the time and date specified. All proposals must remain open for sixty (60) days from the opening date pending acceptance by LEDSCO.

Wayne Mansfield  
CEO

Date: December 21, 2020

Longview Economic Development Corporation  
RFP - Construction Manager at Risk  
Due Date: 8 January, 2020 2:00 P.M. (CST)

**CONTENTS**

I.	ADVERTISEMENT	Page 4
II.	PROPOSAL INSTRUCTIONS	Page 5
III.	SCOPE OF SERVICES / CONTRACT	Page 12
IV.	PROPOSAL RESPONSE GUIDELINES	Page 14
V.	SUBMITTAL FORMS	
	A. Proposal Forms	
	B. Acknowledgement of Proposal	
	C. Felony Conviction Notice	
	D. Non-Collusion Affidavit	
	E. Conflict of Interest/Questionnaire	
	F. W-9	

**I. ADVERTISEMENT**

**Construction Manager at-Risk**

LEDCO is requesting proposals, using the Construction Manager at-Risk, One Step Process.

Proposals will be received at the LEDCO Offices, 410 North Center Street, Longview Texas 75601. Proposals received by hand delivery or mail after the stated receipt date and time will be returned unopened.

The procurement method is CONSTRUCTION MANAGER AT RISK.

Proposals must be received by 2:00 PM (CST) January 8, 2020 for:

Architect - POTTER, Longview Texas

Project Summary – The project consists of new construction to develop a previously occupied but currently open site on Whaley Street between Second and Third Streets in the central business district of Longview, Texas. The facility will be approximately 7,000 square feet, single story construction, with shallow foundation and wood stud/truss construction.

75% Completion Drawings are available through Dropbox link at LEDCO Web site.

Preliminary Project Schedule -

January 2021:	Delivery of Pricing Documents/Pricing Phase
February 2021:	Construction Start
November 2021:	Substantial Completion

Estimated Construction Budget - \$ 1,550,000.

The construction budget encompasses all construction costs including but not limited to any identified contingencies, fees, permits, bonds, insurance, cost of work, and general conditions. The construction budget excludes the fee for architectural services.

**CRITERIA FOR SELECTION**

Evaluative criteria will have the following weights assigned to rank Proposals:

30 points	Home office in Longview, Texas
20 points	Quality and value of service presented.
20 points	Historical performance of contractual obligations and references.

- 10 points      Resume of small corporate office projects.
- 10 points      Structure and cost of General Conditions and Construction Manager's fee.
- 10 points      Project Team, Project Manager, and Field Superintendent assigned to the project.

Owner reserves the right to reject any or all bids and to waive irregularities or informalities as may be deemed in Owner's interest.

For additional information, see the Instructions to Proposers in the Proposal documents for each individual project.

## **II. PROPOSAL INSTRUCTIONS**

### **1.1 RECEIPT AND OPENING OF PROPOSALS**

#### **A. INVITATION:**

LEDCO (hereinafter referred to as the "Owner") invites proposals for construction management.

#### **B. SUBMISSION OF PROPOSALS:**

Each proposer must submit complete sets of Proposal Documents - (1) original and (2) copies, IN TOTAL. Proposer should also submit (1) digital copy via flash drive.

Sealed Proposals shall be submitted to:

Wayne Mansfield, CEO  
Longview, Economic Development Corporation  
410 North Center Street  
Longview, Texas 75601

Proposals shall be received no later than the following time and date: Tuesday, January 8, 2020 at 2:00 PM (CST) (the "Deadline").

All envelopes containing proposals shall be marked with: "Construction Manager at Risk - LEDCO Corporate Offices."

Proposers are reminded that verbal responses are not binding - only questions answered by formal written agenda will be binding and will be made part of the proposal documents.

C. LATE PROPOSALS:

Owner is not responsible for lateness of mail, carrier, etc. and clock in LEDCO office shall be the official time of receipt.

D. NO ORAL, telegraphic, telephonic or facsimile transmitted proposal(s) will be considered.

**1.2 METHOD OF PROPOSAL**

A. DOCUMENTS:

Each proposer must submit three complete sets - (1) original (2) copies - of Proposal Documents, IN TOTAL. Responses should also include (1) digital copy via flash drive.

B. ETHICS:

The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Owner.

C. INDEMNIFICATION:

Successful proposer shall defend, indemnify and hold harmless Owner and Architect and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property arising out of the award of the contract or on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from proposal shall pay any judgment costs which may be obtained against Owner and Architect growing out of such injury or damages.

D. COMPLIANCE:

Proposal(s) must comply with all Federal, State, County and local laws.

**1.3 PREPARATION OF PROPOSAL**

- A. Make Proposal in name of principal and if co-partnership, list names of all parties.
- B. Give Proposers complete address.
- C. If proposal(s) are submitted by an agent, provide satisfactory evidence of agency authority.
- D. Fill in all prices in both words and figures.
- E. Submit Proposal in sealed envelope.
- F. Indicate on outside of envelope, name of proposer, proposer's address, and name and number of project for which proposal is submitted.
- G. If forwarded by mail, enclose sealed envelope containing proposal in another envelope addressed as indicated.
- H. Proposal(s) must be received by the Deadline.
- I. Qualification Statements: Along with the requirements identified above, each proposer shall complete and include a qualification statement in the proposal package submitted. AIA-A305 Contractors Qualification Statement.

#### **1.4 BOND CAPACITY**

- A. Proposer must demonstrate to Owner that he can secure required bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue such bond, which bonds shall be written in the form acceptable to the Owner.

#### **1.5 WITHDRAWAL OR REVISION OF PROPOSAL**

- A. Proposal may be withdrawn or revised prior to the Deadline, under following terms:
  - 1. Proposer may, without prejudice to himself, withdraw Proposal after it has been deposited, provided request for such withdrawal is received in writing before the Deadline.
  - 2. After the Deadline, no Proposal may be withdrawn.
  - 3. Any interlineation, alteration, or erasure made before the Deadline must be initialed and dated by the signer of the proposal, guaranteeing authenticity.

## 6. NON-RESPONSIVE PROPOSAL

- A. Proposal(s) are considered NON-RESPONSIVE and may be rejected for the following reasons unless otherwise provided by law:
  - 1. If there are unauthorized additions, conditional proposals, or irregularities of any kind which may tend to make Proposal incomplete, indefinite, or ambiguous.
  - 2. If Proposer adds any provisions reserving right to accept or reject any award, or to enter into Contract pursuant to an award.
- B. Owner reserves right to reject any or all Proposals and to waive irregularities or informalities as may be deemed in Owner's interest.

### 1.7 INTERPRETATIONS

- A. If proposer for proposed work is in doubt as to the true meaning or intent of the Proposal Documents, proposer must submit a written request for interpretation, directed to:

Wayne Mansfield, CEO  
Longview Economic Development Corporation  
Email: wayne@longviewusa.com

- B. Proposer submitting request is responsible for its prompt and actual delivery.
- C. Requests for interpretations on Construction Manager at-Risk – RFP must be received on or before seven (7) days prior to the Deadline.
- D. All interpretations or clarifications considered necessary by and approved by Owner, in response to proposer's request, will be issued by written Addenda.
- E. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.
- F. Owner is not responsible for any other explanation or interpretations, which anyone presumes to make.
- G. Any interpretations, corrections, approvals, supplemental instructions or changes to the Proposal Documents will be made by written Addenda. Sole issuing authority of addenda shall be vested in LEDCO.
- H. Addenda can be issued only by the Owner.



- I. Addenda will be sent via email to all invited parties, It is the respondent’s responsibility to confirm all addenda information is received and considered in the Proposal.
- J. Proposers shall acknowledge receipt of all Addenda.
- K. Failure to receive such Addendum does not relieve proposer from any obligation under the proposal as submitted.
- L. All formal written Addenda becomes part of the Proposal Documents.

**1.8 INSURANCE REQUIREMENTS**

The successful contractor will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. LEDCO requires that contractor’s insurance be placed only with companies that have achieved at least an “A” rating with A.M. Best. LEDCO reserves the right to require higher limits of coverage depending on the size, scope, and nature of the contract. LEDCO must be named as an additional insured.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employer’s Liability	\$1,000,000 each accident \$1,000,000 disease each employee
3. Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Products-completed operations	\$2,000,000 aggregate
Personal and advertising injury	\$1,000,000 per occurrence
Medical payments	\$5,000
4. Business Automobile Liability	\$1,000,000 combined single limit
5. Contractual Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
6. Umbrella/Excess Liability	\$10,000,000 minimum amount

(Property damage deductible not to exceed \$10,000 per occurrence).

**1.9 METHOD OF AWARD**

- A. CRITERIA AND WEIGHTING OF CRITERIA:

Evaluative criteria will have the following weights assigned to rank proposals:

<b>30 points</b>	<b>Home office in Longview, Texas</b>
<b>20 points</b>	<b>Quality and value of service presented.</b>
<b>20 points</b>	<b>Historical performance of contractual obligations and references.</b>
<b>10 points</b>	<b>Resume of small corporate office projects.</b>
<b>10 points</b>	<b>Structure and cost of General Conditions and Construction Manager's fee.</b>
<b>10 points</b>	<b>Project Team, Project Manager, and Field Superintendent assigned to the project.</b>

Using these criteria and weights, LEDCO will evaluate and rank proposals to determine the offeror that presents the best value to LEDCO. LEDCO reserves the right to accept or reject any and all Proposals and to waive technicalities and informalities, and to be the sole judge of quality and equality.

**B. MINIMUM STANDARDS FOR RESPONSIBLE PROPOSERS:**

Proposers are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:

- i. Have adequate financial resources;
- ii. Be able to comply with the required or proposed schedules;
- iii. Have a satisfactory record of performance;
- iv. Have a satisfactory record of integrity and ethics; and
- v. Be otherwise qualified and eligible to receive an award.

The Owner may require other information sufficient to determine proposer's ability to meet these minimum standards listed above.

- C.** In addition to requirements of the Proposal Documents, Owner may require additional information to establish responsibility of proposer. Owner may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Work and substantial data to determine their qualifications and experience. If requested, proposer must submit all data to Owner. Owner may also consider and use as part of the evaluation, the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work

when such data is required to be submitted in the Proposal Documents or prior to the award of Contract.

D. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of proposer, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Proposal Documents to Owner's satisfaction within the prescribed time.

E. If the Contract is to be awarded, it will be awarded to the best-qualified proposer whose evaluation, by Owner, indicates to be in the best interests of the project.

F. EVALUATION OF ALTERNATES:

Any and/or all/none of the alternates may be considered in evaluation. Owner may award Contract on base proposal plus any and/or all/none of the alternates.

G. UNBALANCED PROPOSAL:

If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The Owner reserves the right to evaluate and determine the next qualified Proposal for consideration of award.

H. Owner anticipates award within approximately thirty (30) days after the Deadline.

## **1.10 CONFIDENTIAL DATA**

Any data that is to be considered as confidential in nature must be clearly marked as such by proposer and will be treated as confidential by Owner to the extent allowable by the Open Records Act.

## **1.11 ASSIGNMENT**

A successful proposer shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Owner.

## **1.12 VENUE**

This agreement will be governed according to the laws of the State of Texas. This agreement is performable in Gregg County, Texas.

### **1.13 CONTRACT**

AIA A133-2009

The awarded contractor will be expected to execute the standard AIA Document A133-2009 with Supplementary Conditions to the Standard Form of Agreement between Owner and Construction Manager.

AIA A201-2007

The awarded contractor will be expected to execute the standard AIA Document A201-2007 with Supplementary Conditions to the Standard Form of General Conditions of the Contract for Construction.

### **III. SCOPE OF SERVICES/CONTRACT**

Project Summary – The project consists of new construction to develop a previously occupied but currently open site on Whaley Street between Second and Third Streets in the central business district of Longview, Texas. The facility will be approximately 7,000 square feet, single story construction, with shallow foundation and wood stud/truss construction.

Architect: POTTER Architecture Landscape Architecture Strategic Solutions

Preliminary Project Schedule -

January 2021: Delivery of Pricing Documents/Pricing Phase

February 2021: Construction Start

December 10, 2021: Substantial Completion

Anticipated Construction Cost - \$1,550,000. Construction Cost is as defined in the AIA Documents.

The construction budget encompasses all construction costs including but not limited to any identified contingencies, fees, permits, bonds, insurance, cost of work, and general conditions. The construction budget excludes the fee for architectural services.

Contract Form and Scope of Services - The Owner will contract directly with a Construction Manager at-Risk (CMAR) for performing general construction of the project. The CMAR will then conduct the subcontractor selection/bidding and contract with all other subcontractors required for the work. The Owner reserves the right to contract separately with other suppliers, vendors and contracts as deemed in the best interest of the Owner's project. For construction work, this is currently anticipated to be:

1. Furniture & Equipment Vendors
2. Potential long lead equipment/materials. In this event, it is anticipated such materials/equipment would be assigned to the CMAR for his coordination and installation.
3. Independent testing and commissioning including materials testing and inspection, HVAC testing and balancing, etc.
4. Technology, Audio/Video, and Security materials and installation.
5. The Owner may negotiate separately for heating, ventilating, and air-conditioning equipment with the manufacturer for the project. Submittal coordination, receipt and installation of the equipment shall be the responsibility of the CMAR.

The CMAR will be reimbursed for the cost of the Work plus a Fee. For purposes of this proposal, terms of the contract will be the AIA Document A133-2009 with Standard Form of Agreement between Owner and Construction Manager as Constructor and AIA-A201-2007 General Conditions of the Contract for Construction. Candidates should identify in their proposal any exceptions, additions or modifications that are requested to be considered by the Owner.

The CMAR will provide an Initial Guaranteed Maximum Prices and a Final Guaranteed Maximum Price at the appropriate times in development of the Project.

The CMAR will participate in pre-construction services as described below.

The CMAR will be required to coordinate with any other contracts the Owner may issue directly such as low-voltage technology components and furnishings.

Payment and performance bonds will be required of the CMAR for the entire project. The Owner will make all construction payments directly to the CMAR, for their distribution of payments to subcontractors and suppliers as appropriate.

The Owner may elect to procure certain materials/equipment directly, with coordination and scheduling support from the CMAR. The equipment would then be assigned to the CMAR with the full acceptance of responsibilities for coordination and installation.

Pre-Construction Services are included and are to be separated from the Base Fee.

Services may include Schedule, Constructability, Budget and Cost Estimating as follows:

1. A total estimate of probable construction cost based on the 50% construction document drawings and specification.

2. A total construction cost estimate based on completed construction documents issued for bidding. Provide an itemization of the estimate based upon the proposed bid packages to facilitate evaluation of the bids in reference to the GMP.
3. A project schedule identifying critical path and long lead items.
4. Monitor and maintain the construction portion of the project budget. Provide substantially detailed estimates as an evaluative tool in the selection of trade contractors.
5. Provide cost saving analysis for systems and configurations. Evaluate quality, initial cost, maintenance and appropriateness.
6. Develop, monitor and maintain a project schedule for bidding and construction, including phasing of the work as required to achieve Owner occupancy.
7. Assess the availability of all building components in regard to the project schedule.
8. Coordinate the bidding and issue of pre-purchase orders for long lead items, if required.
9. Review the Construction Documents during development and report to the Architect on constructability and coordination of the information presented. The CMAR is not responsible for the Architect's quality control but is to identify areas in the documents requiring additional information or clarification.
10. Attend design meetings with the Architect, Architect's consultants and Owner.

#### **IV. PROPOSAL RESPONSE GUIDELINES**

Information included in your response to this Request for Proposal will be evaluated in determining the best value afforded LEDCO. Clarity and completeness is encouraged, repetition and duplication of information in multiple locations is discouraged. The information provided will be used to evaluate and score the responses in the categories and weights as published. Under each category of response, as applicable, indicate why your firm is the most desirable to LEDCO and why your proposal represents the best value. Please note that how you respond to this issue can impact multiple categories in the evaluation criteria.

Proposer's response to this Request for Proposal shall include:

1. Fee Proposal Form for Work as Prime CMAR, completed and executed on the attached Form. The Fee for Pre-Construction Services shall be presented as a lump sum amount. The Fee for General Conditions shall be based on a percentage amount times final construction cost.

2. List of Anticipated General Conditions Items, or items not included in the Fee for Construction Period Services. General Condition's costs are scope and schedule dependent, and as such the actual dollar amounts are not requested at this time. The list of items is being requested to assist in understanding the items included in the Fee versus items included in General Conditions.
3. AIA Document A305, Contractor Qualification Statement.
4. Project Related Experience List including relevant recent work as a Construction Manager at Risk on similar project. Include name, location, description, date, value of contracts and references for the same. Projects of new construction that are of a scope similar to this project may also be included.
5. Experiences with Concepts for Work as a Construction Manager at Risk during the Design Phases. Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design of major projects. Describe your organization's methods for estimating costs, for providing recommendations on construction feasibility, evaluations of designs, materials and constructability, and for construction phasing and scheduling during the design/documents phases. Which (one or more) of those projects listed above best exemplify these concepts and experience?
6. Resumes and References for Key Personnel proposed for this project. Resumes of key personnel must show experience in projects of similar size, complexity and related challenges. Personnel should have adequate tenure specifically with CMAR firm. Provide references that can substantiate their experience and background in similar types of facility construction. The CMAR's site staff during construction is anticipated to include a Project Manager and a full time Superintendent on-site. CMAR shall not change the team staffing of this project without the consent of the Owner.
7. Acknowledgement that the Certificate of Insurance will be provided with the coverages and amounts indicated in the Agreement and Conditions.