



RFQ/P No. 24-0253-08-14-13

REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

**HIDALGO HEALTH CLINIC FACILITY
CONSTRUCTION PROJECT**

ARPA-22-340-088

RFQ/P ACCEPTANCE DUE DATE:

Wednesday, August 14, 2024 @ 3:00 PM

Ignacio Amezcua MBA, CTCM, CTCD
Hidalgo County Purchasing Director

Project Contact Information:

Juan Herrera, Contract Specialist III

(956) 318-2626 Ext: 4887

Juan.Herrera@co.hidalgo.tx.us

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The above-mentioned items shall be found in this Request for Qualifications/Proposals (RFQ/P) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact the Purchasing Department by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and the Purchasing Department will forward information through e-mail or the portal.

Thank you.

 Ignacio Amezcua MBA, CTCM, CTCD

 Date

July 27, 2024

Participant's/Firms Name

Address

City

State, Zip Code

**RE: Hidalgo County - RFQ/P No: 24-0253-08-14-13
Request for Qualifications/Proposals – “Construction Manager at Risk (CMAR) for
Hidalgo Health Clinic Facility Construction Project”**

Dear Gentlemen/Ladies:

Enclosed, please find the Request for Qualifications/Proposals (RFQ/P) procurement packet for the “Construction Manager at Risk (CMAR) for the Hidalgo Health Clinic Facility Construction Project”. Carefully read and review all instructions, requirements and specifications as RFQ/P packets have been modified and new requirements have been added and implemented.

The Hidalgo County Purchasing Department welcomes and appreciates your interest and participation in the Request for Qualifications/Proposals process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Ignacio Amezcua, MBA, CTCM, CTCD
Hidalgo County Purchasing Director

- 1) **Sealed qualifications/proposals will be received for “Construction Manager at Risk (CMAR) for the Hidalgo Health Clinic – Facility Construction Project”**, in accordance with the requirements attached hereto as Exhibit “A”. Statement of Qualifications/Proposals (“SOQ/P”) should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County (“County”). Strong rationale must be presented for any deviation from the requirements. County reserves the right to reject the deviation and its effect on the overall proposal.
- 2) Proposers are required to electronically submit a response via the Portal at <https://procurement.opengov.com/portal/co-hidalgo-tx> or hand deliver one (1) hard copy, and two (2) USBs in original PDF format of the SOQ/P, sealed, clearly marked and/or labeled with the Company’s Name, RFQ/P Number, Project Title, and Opening Date to the Hidalgo County Purchasing Department, Physical Address: 2802 S. Business Hwy 281; Postal/Mailing Address: 2812 S. Business Hwy 281, Edinburg, Texas 78539, **on or before 3:00 p.m., Wednesday, August 14, 2024.**

NO EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS/PROPOSALS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO:

RFQ/P NO: 24-0253-08-14-13 – Construction Manager at Risk (CMAR) for the Hidalgo Health Clinic – Facility Construction Project.

Additionally, all forms listed below must be properly executed and included with your RFQ/P response:

1. Legal Notice (See Page 9)
 2. Cost Proposal Form (See Attachment “D”)
 3. Insurance and Project Requirements Acknowledgment Forms (See Exhibit “C”);
 4. Form CIQ-Conflict of Interest Questionnaire (See Exhibit “D”);
 5. Bidder/Vendor Application, HUB Declaration & W-9 forms (See Exhibit “E”);
 6. Certification Regarding Debarment (See Exhibit “F”);
 7. Required Contract Clauses – 2 CFR 200 (See Exhibit “H”)
 8. Proposer’s Affidavit (See Exhibit “J”);
 9. Deficiencies and Deviations (See Exhibit “L”);
 10. Reference Form (See Exhibit “M”)
 11. SAM.gov Registration Acknowledgement (See Number 18 below)
 12. RFQ/P Submittal Check List (See page following Proposer’s Affidavit)
- 3) The County reserves the right to separate and accept or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the best proposal for approval. Receipt of any proposal shall under no circumstances obligate the County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from evaluation factors as herein set forth.

- 4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release the County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next best evaluated offeror, or to reject all proposals and re-advertise.
- 5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by the County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
- 7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
- 9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications/Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
- 10) County reserves the right to accept or reject any or all proposals.
- 11) Costs are to be net F.O.B., County Prepaid.
- 12) The County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 14) **DELIVERY INSTRUCTIONS: (If applicable)**
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy-two (72) hours prior notice of delivery must be given to Guillermo “William” Arriaga, Division Manager before delivery will be accepted.
 - If you need additional information, call the office listed below:

Hidalgo County Purchasing Department
Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
(956) 318-2626

16) **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation – **Construction Manager at Risk (CMAR) for Hidalgo Health Clinic – Facility Construction Project**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - f) Discount payments will be considered when offered.
 - g) Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR’S OFFICE
 POSTAL/MAILING: 2808 S. BUSINESS HWY 281
 EDINBURG, TEXAS 78539
 (956)318-2511**

17) **SCHEDULE OF EVENTS:**

RFQ/P ACTIVITIES:		
	EVENT DESCRIPTION	DATE:
1.	Hidalgo County Commissioner’s Court Approval of RFQ/P Packet and Authority to Advertise	7/23/2024
2.	1 st Advertisement	7/27/2024
3.	Start RFQ/P Packet Distribution	7/27/2024
4.	2 nd Advertisement	8/3/2024
5.	PRE-SUBMITTAL MEETING – Hidalgo County Purchasing Department, Conference Room 2802 S. Business Hwy 281, Edinburg TX 78539	8/1/2024
6.	Deadline for Questions	8/5/2024
7.	Deadline for Answers	8/7/2024
8.	SOQ/P SUBMITTAL OPENINGS	8/14/2024

18) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION, PAYMENT UNDER CONTRACT:**

- **If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.**
- If the contract exceeds Fifty Thousand Dollars (\$50,000.00), the bidder shall furnish a payment bond and a performance bond to the County for the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a proposal, but in any event prior to the commencement of actual work.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public building or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.
- All participants are also required to furnish a certification or acknowledgement stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

19) **TITLE VI NOTICE / NONDISCRIMINATION**

- a. By submitting a proposal, the proposer certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal Financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices “A” through “E” are hereby attached as **Exhibit “G”**.)
- b. The following required statement and the applicable provisions of the Title VI Appendices “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
 - “The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
- c. The proposer will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of proposal.
 - If applicable, Form FHWA 1273 – “Required Contract Provisions Federal Aid Construction Contracts”, must be physically attached to certain Federal-Aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “N”**, and if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

20) **ETHICAL STANDARDS:**

- It shall be breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a

gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21) **DISCLOSURE OF CONFLICT OF INTEREST:**

- Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with the County to disclose in the Conflict-of-Interest Questionnaire (CIQ) attached as **Exhibit “D”**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with the County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with the County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 317 North Closner, Edinburg, Texas 78539.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) **CERTIFICATE OF INTERESTED PARTIES (HB 1295):**

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ/P packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the entity. In box 3 of Form 1295, you will provide the RFQ/P Project No. (i.e. 24-0253-08-14-), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed and**

submitted to our office via email to: Juan.Herrera@co.hidalgo.tx.us. The County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit a signed Form 1295 may result in a delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us./tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED FORM 1295. THE COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

- 23) Proposal, and all goods and services provided thereunder, shall comply with all federal, state, and local laws concerning this type(s) of goods and/or services.
- 24) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate the proposer's responsibility. A prospective proposer, by submitting a proposal, represents to the County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics; and
 - Be otherwise qualified and eligible to receive an award.
- 25) Successful proposer will pay or cause to be paid, without cost or expenses to the County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law.
- 26) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
- 27) The County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
- 28) **INDEMNIFICATION:** Successful proposer shall defend, indemnify and save harmless the County and all its elected officials, 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 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 award. Successful proposer indemnifies and will indemnify and save harmless the County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the

occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to the County by counsel reasonably acceptable to the County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

- 29) Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications/Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to the County. Items not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at County's discretion and without waiver of any other rights of the County as to the item's nonconformity.
- 30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 31) The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
- 32) **CONTRACTS SUBJECT TO FEDERAL AWARD:**
- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.327, address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.327, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). As such, if applicable, the procurement standards found in 2 CFR, Part 200, and the provisions of Appendix II to 2 CFR 200, and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
 - In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. If applicable, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
 - If applicable, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219).

33) **HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:**

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (See Exhibit "E" for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law.

- 34) **TEX. GOVT. CODE 2270 – BOYCOTT ISRAEL VERIFICATION:** Effective September 1, 2017, the Texas Government Code was amended to require state agencies and political subdivisions to obtain written verification from the Company that their Company (i) does NOT boycott Israel and (ii) will not boycott Israel during the life of this contract, agreement or purchase order (herein after referred to as "Contract"). By accepting this contract, the Company verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code §2270.001(1) and §808.001(1), as amended. The County cannot execute a contract for goods or services without this declaration.

- 35) Proposers shall provide with the proposal response, a list of at least four (4) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person. (See Exhibit "M")
- 36) Proposers must provide all documentation requested with this Proposal in their response (except for **Form CIQ** if **NOT APPLICABLE**). Failure to provide this information may result in rejection of the proposal as non-conforming.

**Request for Qualifications/Proposals
For
HIDALGO COUNTY
“Construction Manager at Risk (CMAR) for
Hidalgo Health Clinic – Facility Construction Project”**

To: Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
 Hidalgo County Purchasing Director
 Physical Address: 2802 S Business Hwy 281
 Mailing/US Postal Address: 2812 S Business Hwy 281
 Edinburg, TX 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by the County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications/Proposal Checklist presented in connection with this procurement. Proposer understands that if the County feels that none of the submitted sealed qualifications/proposals meet its requirements, the County reserves the right to refuse and reject all qualifications/proposals and start the procurement process anew.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT “A”

REQUIREMENTS

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

Hidalgo County (“*Owner*”) will procure Construction Manager at Risk (CMAR) Services in one step:

Submission Due Date: Wednesday, August 14, 2024, 3:00 PM Central

The County of Hidalgo (County) will be accepting Statement of Qualifications and Proposal (referred to herein as SOQ/P) from qualified firms for selection of a Construction Manager at Risk (referred to herein as “CMAR”) for the Hidalgo Health Clinic – Facility Construction Project. **The County will be procuring the CMAR through a One-Step Process.** County will receive sealed Statements of Qualifications/Proposals for the provision of **“Construction Manager at Risk for the Hidalgo Health Clinic – Facility Construction Project”** (including all funding sources, Programs, and Entities) – Request for Qualifications / Proposals (referred to herein as “RFQ/P”) as specified herein. Statements of Qualifications and Proposal will be accepted until **3:00 PM on August 14, 2024.**

ANY SOQ/P RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

The following outlines the Request for Qualifications:

SECTION-I
GENERAL TERMS AND CONDITIONS

RFQ/P DOCUMENT SUBMITTAL / DELIVERY:

Respondents have two (2) options for submitting a response. Respondents shall submit their response using one (1) of the following methods (DO NOT duplicate submittals by submitting both an electronic and hard copy response. Respondents shall select one only (1) method to respond):

- A. Submit responses electronically via the PORTAL:
<https://procurement.opengov.com/portal/co-hidalgo-tx> on or before Wednesday, August 14, 2024, at 3:00 pm. OR;
- B. Submit one (1) hard copy and two (2) USBs in original PDF format via personal hand-delivery or delivery service on or before Wednesday, August 14, 2024, at 3:00 pm.

Respondents must complete and include in their response, all documentation requested in this RFQ/P. Refer to enclosed RFQ/P Submittal Check List form for documents to be included in your response.

When hand delivering the SOQ/P, Hidalgo County is requesting that statement of qualifications and proposal responses be sealed, clearly marked and/or labeled with the Company’s name, RFQ/P Number, Project Title, and Opening Date, be delivered to Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director, at:

US Postal Mail Address:

Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
Attn: Juan Herrera, Contract Specialist III
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
Attn: Juan Herrera, Contract Specialist III
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

County requires respondents, when hand delivering statements of qualifications and proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when delivering the SOQ/P for submittal.

All costs and expenses associated with the preparation and submission of the SOQ/P shall be the responsibility of the respondent participant, and no reimbursement for such charges or expenses shall be paid by the County.

PRE-SUBMITTAL MEETING: A pre-submittal meeting is tentatively scheduled for Thursday, August 1, 2024 at 3:00 PM. Location: Hidalgo County Purchasing Department 2802 S. Bus Hwy 281, Edinburg, Texas 78539.

PROPOSERS AFFIDAVIT: Respondents to this RFQ/P must submit a signed Proposer's Affidavit (attached herein as Exhibit J) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DESCRIMINATION: Respondents, during the performance of any services for the County, shall not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT: County reserves the right, in case of Respondent default, to procure the articles or services from other sources and hold the defaulting Respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the RFQ/P packet and to notify in writing the County if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ/P QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received by the Purchasing Department via the PORTAL's Question and Answer Tab (Q&A) at <https://procurement.opengov.com/portal/co-hidalgo-tx> by **NO LATER than MONDAY, AUGUST 5, 2024 at 5:00 P.M.** Responses to properly submitted questions will be published in the Portal and emailed to all plan holders who are listed as a Follower in the Portal by **WEDNESDAY, AUGUST 7, 2024 at 5:00 P.M.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

"CODE OF SILENCE" PERIOD: From the date of release of this RFQ/P until a Respondent is selected and a contract for the project executed, Respondents must not communicate with any County staff, elected officials, or other representatives concerning the RFQ/P or the Project except

through the County's Point of Contact. **FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION.**

SIGNING OF QUALIFICATIONS/PROPOSALS: In order to be considered, all submittals must be signed by an authorized representative of the firm. **For hardcopy submissions, please sign the original in blue ink and ensure the copy is clearly labeled. For electronic submissions, please ensure all appropriate certifications are marked.**

WAIVING OF INFORMALITIES: The County reserves the right in its sole discretion to waive minor informalities or technicalities when it is in the best interest of the County

DAVIS BACON ACT: All selected and awarded firms are required to include the appropriate prevailing wage rate when advertising and developing project specifications.

SECTION-II
PROJECT INFORMATION AND RFQ/P REQUIREMENTS

GENERAL PROJECT DESCRIPTION

The County, is planning to procure a Construction Manager at Risk (CMAR) in a one-step process to provide construction management services to build a new facility that house offices and other functional spaces for the County. The building location will be located near the intersection of Veterans Blvd. and Hackberry in San Juan, TX. The proposed facility will be constructed as a brick Building. Estimated size of the new Facility will be 16,428 square feet. Further details are provided in Attachment A – Scope Statement, Attachment B – Project Budget, Attachment C – Draft Project Schedule, and Attachment D – Cost Proposal Form, Attachment E- Procurement Schedule and Attachment F – Project Location.

SCOPE OF SERVICES

This one-step CMAR Selection Process is soliciting CMAR Services to deliver the project. Generally, those services include adequate and necessary preconstruction, construction, and closeout phase services to construct the Project as defined below.

- 1 PRE-CONSTRUCTION PHASE SERVICES
 - 1.1 Manage the GMP DOCUMENTATION, including:
 - 1.1.1 Detailed quantity surveys, pricing.
 - 1.1.2 Procurement strategy and implementation.
 - 1.2 SITE UTILIZATION STUDY
 - 1.2.1 Coordinate mobilization and plan logistical requirements.
 - 1.2.2 Project office and material staging locations.
 - 1.2.3 Ingress, egress.
 - 1.2.4 Security requirements.
 - 1.3 Prepare SUBCONTRACTOR BID OR PROPOSAL PACKAGES, including:
 - 1.3.1 Project Manual, outlining the requirements of the construction.
 - 1.3.2 Schedule (by bid or Proposal package interface).
 - 1.3.3 Detailed scope of work.
 - 1.3.4 Detailed document listing.

- 1.3.5 Proposal forms for each bid or Proposal package.
 - 1.3.6 Form of contract and purchase order forms.
 - 1.3.7 Insurance requirements.
 - 1.3.8 Bonding requirements.
 - 1.3.9 Prequalification of bidders/proposers.
 - 1.3.10 Other special requirements.
- 1.4 CONDUCT PRE-BID MEETINGS
- 1.4.1 Project Requirements.
 - 1.4.2 Document review for specific questions.
 - 1.4.3 Sequence/schedule review.
 - 1.4.4 Site restrictions.
 - 1.4.5 Other questions raised during discussions.
- 1.5 RECEIVE BIDS:
- 1.5.1 Generate interest in vendors/contractors.
 - 1.5.2 Advertise or solicit for bids/proposals.
 - 1.5.3 Conduct bid/proposal openings.
 - 1.5.4 Prepare tabulations for each bid or proposal package.
 - 1.5.5 Review proposals for compliance with contract documents.
 - 1.5.6 Review apparent low vendor's qualifications, past experience and liquidity.
- 1.6 CONDUCT PROPER AWARD OF CONTRACTS/PURCHASE ORDERS:
- 1.6.1 Conduct pre-award meetings.
 - 1.6.2 Review schedule of values.
 - 1.6.3 Review subcontractors' general conditions.
 - 1.6.4 Review scope of work.
 - 1.6.5 Identify shop drawings requirements.
 - 1.6.6 Perform document review and specifications review.
 - 1.6.7 Review contractors' personnel:
 - Project Managers
 - Superintendents
 - Foremen
 - 1.6.8 Establish quality requirements and standards.
 - 1.6.9 Review sequence and schedule.
 - 1.6.10 Identify accounting requirements.
 - 1.6.11 Review insurance requirements.
 - 1.6.12 Review safety and security requirements.
 - 1.6.13 Recommend award of contracts.
- 2 THE SUCCESSFUL CONSTRUCTION MANAGER SHALL BE REQUIRED TO PERFORM THE FOLLOWING SERVICES DURING THE CONSTRUCTION PHASE OF THIS PROJECT:
- 2.1 PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS
- 2.1.1 Establish site organization, including work and storage areas.
 - 2.1.2 Establish jobsite management organization and jobsite procedures.
 - 2.1.3 Maintain daily log for jobsite record.
 - 2.1.4 Provide general conditions work to meet Project requirements.
 - 2.1.5 Prepare and issue change orders and contracts.
 - 2.1.6 Prepare subcontractor change orders and contracts.

- 2.1.7 Monitor construction cost and projections.
- 2.1.8 Monitor and maintain quality control.
- 2.1.9 Shop drawing control.
- 2.1.10 Equipment and material control.
- 2.1.11 Provide and monitor overall progress and short interval scheduling.
- 2.1.12 Prepare billings and progress payments.
- 2.1.13 Conduct subcontractor coordination meetings.
- 2.1.14 Provide coordination between subcontractors.
- 2.1.15 Prepare and receive requests for information.
- 2.1.16 Prepare agendas and conduct weekly safety and progress meeting.
- 2.1.17 Prepare and distribute weekly safety and progress meeting minutes.
- 2.1.18 Establish subcontractor progress payment procedure for processing and payment.
- 2.1.19 Monitor subcontractors' pay applications.
- 2.2 MONTHLY REPORT:
 - 2.2.1 Summarize Project financial status.
 - 2.2.2 Review and summarize past month's construction performance.
 - 2.2.3 Project the coming month's construction activities.
 - 2.2.4 Present status report on change orders – delays and time extensions.
 - 2.2.5 Identify problems that threaten construction quality, cost and schedule.
- 2.3 PROVIDE CHANGE ORDER CONTROL:
 - 2.3.1 Allocate change order responsibilities.
 - 2.3.2 Review change order requests from subcontractors.
 - 2.3.3 Negotiate change orders with subcontractors.
 - 2.3.4 Submit recommendations to Owner.
- 2.4 ESTABLISH QUALITY MANAGEMENT PROGRAM:
 - 2.4.1 All members of the team participate in the quality control effort.
 - 2.4.2 Project Scope Review:
 - 2.4.2.1 Intended purpose.
 - 2.4.2.2 Are the Project needs met?
 - 2.4.2.3 Existing conditions reviewed.
 - 2.4.2.4 Future needs.
 - 2.4.3 Incorporate Restrictive Conditions in documentation to include:
 - 2.4.3.1 Social environment, influence of neighbors, environmental impact.
 - 2.4.3.2 Natural conditions, grounds and peripherals.
 - 2.4.3.3 Research on legal requirements.
 - 2.4.3.4 Research on existing structures, facilities.
 - 2.4.4 Review of Design Development for:
 - 2.4.4.1 Complete construction documents in the order they are to be purchased and constructed.
 - 2.4.4.2 Complete documents for pre-purchased equipment.
 - 2.4.4.3 Design compatibility with future operation and maintenance.
 - 2.4.4.4 Constructability.
 - 2.4.5 Coordinate schedule and assist independent testing and inspection agencies selected by the County, involving the following work:
 - 2.4.5.1 Underground piping.
 - 2.4.5.2 Soils.
 - 2.4.5.3 Concrete.

- 2.4.5.4 Rebar.
 - 2.4.5.5 Miscellaneous steel.
 - 2.4.5.6 Structural steel.
 - 2.4.5.7 Mechanical systems.
 - 2.4.5.8 Electrical.
 - 2.4.5.9 Life safety systems.
 - 2.4.5.10 Energy management systems.
 - 2.4.5.11 Others as required.
 - 2.4.5.12 Work with area superintendents of subcontractors.
 - 2.4.5.13 Prepare operations to minimize quality control problems.
 - 2.4.5.14 Ensure conformance to Project's quality standards previously established.
 - 2.4.5.15 Follow-up to assure correction of deficiencies on test reports.
- 2.5 JOB SAFETY Objectives:
- 2.5.1 Conduct weekly safety meeting.
 - 2.5.2 Implement Project safety requirements.
 - 2.5.3 Require weekly toolbox safety meeting.
 - 2.5.4 Maintain safety meeting minutes.
 - 2.5.5 Inform subcontractors of procedures.
 - 2.5.6 Enforce alcohol and drug programs by subcontractors.
 - 2.5.7 Implement and maintain clean-up.
- 2.6 JOBSITE SECURITY Functions:
- 2.6.1 Monitor and control employee, vendor and public access to the jobsite.
 - 2.6.2 Monitor and control material and equipment deliveries to the jobsite.
 - 2.6.3 Monitor and control material and equipment being removed from jobsite through a material release form.
 - 2.6.4 Monitor and control site traffic.
 - 2.6.5 Monitor and perform periodic checks for alcohol and drugs.
 - 2.6.6 Monitor and control tools.
 - 2.6.7 Monitor material storage.
 - 2.6.8 Monitor trailers and all equipment within.
 - 2.6.9 Maintain proficiency first-aid and CPR programs.
 - 2.6.10 Monitor and control employee, vendor theft.
- 3 PROJECT POST CONSTRUCTION SERVICES:
- 3.1 Provide operating and maintenance manuals.
 - 3.2 Secure and assemble warranties or guarantees.
 - 3.3 Provide check-out of equipment.
 - 3.4 Instruct operating personnel in equipment operating and maintenance procedures.
 - 3.5 Assist in actual start-up of equipment.
 - 3.6 Implement close-out procedures and ensure requirements are met:
 - 3.6.1 Subcontractors' and vendors' final payment.
 - 3.6.2 Resolution of claims.
 - 3.6.3 Final change orders.
 - 3.6.4 Lien releases.
 - 3.6.5 Final lien waivers.
 - 3.6.6 Consent of sureties.
 - 3.7 Assist Owner in enforcement of warranties or guaranties.

- 3.8 Conduct walk-through with Owner and Contractor one year after Project completion.

REQUEST FOR QUALIFICATIONS/PROPOSALS

The required contents and limitations for the preparation of the SOQ/P, as well as the anticipated Scope of Services, are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted SOQ/P.

The following sections should be clearly marked in the submitted SOQ/P – (1) Cover Letter, (2) Understanding of the Project, (3) Firm Qualifications and Approach, and (4) Personnel & Staffing, & (5) Cost Proposal Form (Refer to Attachment D) detailed as follows:

(1) **COVER LETTER**

Include a cover letter introducing your firm (or team), highlighting relevant experience as a CMAR, the “value-add” your team presents, and any other information you deem important to highlight. The cover letter should also include a Point of Contact with email and phone number.

(2) **UNDERSTANDING OF THE PROJECT**
Narrative

This section of the SOQ should demonstrate the Respondent’s understanding of this Project, the services that may be required and any local issues or concerns. In narrative format, describe the issues that may apply to this project, such as local labor and material issues, site concerns, working on an operating, etc. The SOQ should list, in table format, any relevant experience on similar projects completed within the State of Texas within the past seven (7) years, to include overall square footage and final construction cost.

This section is limited to no more than three (3) pages.

(3) **FIRM QUALIFICATIONS AND APPROACH**

This section of the SOQ should demonstrate how the Respondent is qualified to act as the County’s CMAR delivering the fully constructed Project.

This SOQ should demonstrate a highly qualified ability to accomplish the objectives of this RFQ/P including, without limitation, delivering the project on time and within budget. The selected firm and its key personnel must have substantial CMAR experience in the construction of similar major, public, capital improvement projects including, without limitation, project delivery under Cost of the Work, Plus a Fee with Guaranteed Maximum Price contracts. The SOQ should describe strategies the Respondent has used to achieve high-performing CMAR construction building delivery and how those would be employed on this project. The SOQ should provide information that demonstrates the strength of the firm to assist the owner during the preconstruction phase to work with project constraints.

Project Sheets (1 per page)

In the second part of this section, provide at least three (3), and no more than five (5) similar, relevant projects that demonstrate understanding of this Project through experience with similar major, public, capital improvement projects using the same or similar project delivery method. Similar, relevant projects are defined as being between 3,000 and 15,000 SF and between \$500k - \$3 Million construction cost.

Indicate clearly if the project(s) were not constructed by the prime firm. For each project, list the following factual information:

- (1) a client contact name and phone number
- (2) Pre-Construction phase and Construction phase fee percentages (as percent of the construction cost limitation)
- (3) original construction budget versus final construction cost (and any explanations for substantial deviations)
- (4) accuracy (in percentage) of final Design Development estimate versus final construction cost (and any explanations for substantial deviations)
- (5) gross square footage of project
- (6) original scheduled substantial completion versus actual substantial completion
- (7) actual duration from substantial completion to final completion
- (8) number of open punch list items at substantial completion
- (9) number of submitted change proposals
- (10) number of approved change proposals
- (11) number of approved change orders
- (12) number of submitted Requests for Information (RFI)
- (13) architecture firm's name
- (14) identify any key personnel who worked on the referenced project that are proposed for this Project
- (15) other relevant information.

This section should also address the following:

- Cost Control
 - Describe Respondent's typical cost estimating methods during the pre-construction and construction phases.
 - Describe Respondent's methodology for working with the Project Team (Architect, Engineers, Project Manager, Owner and others) to deliver a Guaranteed Maximum Price within budget.
 - Describe typical cost control methods during construction.
 - Describe the means of procuring subcontracts, scope confirmation, amounts, and ensuring proper payment.
 - The owner intends to accept a Guaranteed Maximum Price prior to completion of Construction Documents. Describe:
 - your process for ensuring that the design documents provide the information necessary to arrive at a complete GMP, including all owner requirements with reasonable contingencies, and
 - your process for subsequently ensuring that the final construction documents align with the Project scope in the previously accepted GMP proposal documents.
 - Provide a sample of a cost estimate used to establish a contract amount from any project listed in response to Section II.2.
- Schedule Control
 - Describe Respondent's typical scheduling methods during the pre-construction and construction phases.
 - Describe typical schedule control methods during construction.
 - Give examples of how you assured timely completion of other projects, including methods for schedule recovery, if necessary. From the projects

listed in response to Section II.2, provide examples of how these techniques were used including specific scheduling challenges/requirements and actual solutions.

- Describe Respondent's experience with using CPM scheduling. From the projects listed in response Section II.2, provide one (1) sample of the monthly schedule reports, including identified milestones and schedule recovery plans.

The SOQ should disclose any litigation or claims related to relevant projects within the past five (5) years and whether the Respondent has ever been barred from performing public work projects.

Respondent shall provide a list of at least three (3) references where like services have been supplied by their firm. Include the name of the client, address, telephone number, and the name of a representative or contact person.

This section is limited to no more than fifteen (15) pages, not including requested examples.

(4) PERSONNEL AND STAFFING

The SOQ should provide an organizational chart for the proposed Project key personnel and a summary paragraph of the Project services to be performed by each proposed staff member. Key personnel should include at a minimum the firm's proposed Project Manager and Site Superintendent. Biographic summaries (resume) that highlight the experience relevant to the specific Project responsibilities should be provided for all proposed personnel. A statement should also be included about such personnel's education, training, and experience related to the services to be provided. There is a one (1) page limitation for each biographic summary provided (multiple resumes per page are acceptable).

This section is limited to no more than three (3) pages, not including distinct resume pages.

(5) COST PROPOSAL

The Cost Proposal should follow the Cost Proposal Form attached to the RFQ/P labeled Attachment D.

INSURANCE AND BOND REQUIREMENTS

The SOQ/P should affirm in writing that the Respondent's insurance program meets or will meet the mandatory insurance requirements described in **Exhibit C**, Insurance Requirements. Provide proof of compliance with the key coverages and limitation of such insurance requirements. The SOQ/P should affirm that the respondent can obtain the required bonds.

AGREEMENT COMMENTS

Once a contractor has been selected, the Agreement will be provided for review and comment if Respondent chooses to request a deviation, modification or takes exception to any of the components of the Agreement, Insurance Requirements, or other areas of this solicitation, the appropriate section shall be referenced, cited verbatim, and the substitution verbiage/exception clearly stated. The County reserves the right to determine the responsiveness, acceptable level and best value of any such deviation(s)/exception(s) and will, at its sole discretion, accept or decline

the deviations(s)/exception(s). Failure of the County to accept deviation(s)/exception(s) may result in the Respondent's response being eliminated from further consideration.

SECTION-III

SELECTION / EVALUATION

RFQ/P SELECTION/EVALUATION PROCESS

The respondent's SOQ/P will be evaluated based on the criteria presented below. The evaluation system consists of a 100-point system.

SCORING PROCESS

Each submitted SOQ/P will be graded by up to five evaluators of the selection committee according to these criteria and then assigned a rank, based on the grade, for each evaluator (from 1st place to however many firms submit). Each evaluator's *ranks* will then be summed together for a final ranked score. The lowest ranked scores will represent the most qualified firms (for example, if Firm X is ranked 1, 3, 4, 2, 7, then the ranked score would be 17 and then sorted from lowest to highest against the other firms). In the case of a tie in the ranked scores (e.g. two firms received a ranked score of 17), the evaluators may use the average of the grades to break the tie and rank them accordingly.

RFQ/P EVALUATION CRITERIA

1) Understanding the Project **(10 Points)**

The SOQ should demonstrate the Respondent's understanding of this Project, the services that may be required, and any local issues or concerns. Consideration will be given for the following:

- Experience with relevant projects that demonstrate an understanding of this Project;
- Experience in working in the same or similar geographic conditions.
- Understanding of the scope of services expected during Pre-Construction, Construction and Close-Out phases.

2) Firm Qualifications & Approach **(25 Points)**

The SOQ should demonstrate how the Respondent is qualified to act as County's CMAR delivering the fully constructed Project. Consideration will be given to the following:

- Experience with similar major, public, capital improvement projects using the same or similar project delivery method;
- Experience with similar projects;
- Evidence of a highly qualified ability to accomplish the objectives of this RFQ/P including, without limitation, delivering the project on time and within budget;
- The experience of the firm and its key personnel acting in a CMAR capacity in the construction of similar major, public, capital improvement projects including, without limitation, project delivery under Cost of the Work Plus a Fee with Guaranteed Maximum Price contracts;
- Accomplishments in delivering similar projects on schedule and within budget;
- Strategies the Respondent has used to achieve high-performing CMAR construction building delivery;
- Experience and capability in providing the Scope of Required Services;
- Ability to provide the required insurance.
- Experience in assisting the client and design team in meeting budget and schedule constraints through the preconstruction phase;
- Quality of Respondent's cost control methodology
- Quality of Respondent's schedule control methodology

3) Personnel & Staffing (20 Points)

The SOQ should demonstrate the appropriateness of the personnel that the firm will commit to the Project:

- Experience in similar projects, education, and training of proposed personnel;
- Roles of committed personnel in this Project and experience in such roles in prior projects;
- Commencement date and time commitment of proposed personnel to this Project;
- Lines of communications and decision-making as evidenced in an organizational chart and otherwise;
- Experience of proposed personnel on public works projects.

4) Fee Proposal (45 Points)

Total: 100 Points

ATTACHMENT A
SCOPE STATEMENT

Project Mission	To provide functional and adequate working space for the Boys & Girls Club of Pharr Operational Employees and the children of the surrounding area. Provide updated amenities that conform to Boys & Girls Club of Pharr requirements.
Project Description	Boys & Girls Club of Pharr plans to construct a new facility that will house offices and other functional spaces for the Boys & Girls Club of Pharr. The building location will be located near the intersection of Veterans Blvd. and Hackberry in San Juan, TX. The proposed facility will be constructed as a brick Building. Estimated size of the new Facility will be 16,428 square feet and will contain the following: <ul style="list-style-type: none">▪ Administrative Offices▪ Reception Area▪ Breakroom▪ Industrial Training Area▪ Computer Stations▪ Large Conference / Training Room▪ Full Kitchen▪ Restrooms▪ Storage▪ Server Room▪ Other required adjacent spaces

ATTACHMENT B
PROJECT BUDGET

The project has a budget of Three Million Dollars and 00/100 (\$3,000,000.00)

ATTACHMENT C
DRAFT PROJECT SCHEDULE

TO BE PRODUCED AT TIME OF PROCUREMENT

ATTACHMENT D
DRAFT COST PROPOSAL FORM

PROPOSAL FORM – HIDALGO HEALTH CLINIC FACILITY CONSTRUCTION PROJECT
FOR CONSTRUCTION MANAGER AT RISK SERVICES
HIDALGO COUNTY

NOTE: CM AT RISK PROPOSER SHALL FILL IN AMOUNTS FOR ALL APPLICABLE COST FOR EACH PROEJCT AND PROVIDE TOTAL FOR EACH LINE. IF THERE IS NO COST BY THE PROPOSER FOR AN ITEM, THE PROPOSER MUST PLACE A ZERO TO ILLUSTRATE NO COST. IF A LINE ITEM IS NOT REASONABLY PRICED BY THE PROPOSER, THE OWNER WILL ASSUME AN AVERAGE COST (FROM OTHER PROPOSERS) FOR THAT ITEM. THE OWNER WILL NOT ALLOW ANY ITEM LISTED BELOW TO BE TRANSFERRED TO SUBCONTRACTORS OR TO THE "COST OF THE WORK" UNLESS NOTED BY THE OWNER ON THE PROPOSAL FORM INCLUDED IN THE RFQ/P DOCUMENTS.

Summary		Improvements
1	Pre-construction fees:	
	Construction services percentage:	%
2	Construction budget amount	\$
	Construction fee amount - % x budget amount	\$
3	Field & office staff cost: (from line 33 below)	\$
4	General conditions (from line 86 below)	\$
5	Total = (Pre-Construction + Construction Services Fee + Field & Office Staff + General Conditions)	\$
Proposal Signature		
	Name of Company	Signature / Title
Staff to be charged to the project: Include all necessary overhead, insurances, and multipliers within each line where applicable. General home office staff will be included in the Construction Fee.		Improvements
6	Project Manager	
7	Number of weeks included	W
8	Percentage of time dedicated to the project	%
9	Superintendent On-Site	
10	Number of weeks included	W
11	Percentage of time dedicated to the project	%
	Subtotal for Field & Office Staff	\$
General conditions: Include all necessary overhead, insurances, taxes and multipliers within each line where applicable:		Improvements
12	Field office including accommodations for Project Manager:	\$
13	Job office including rental, moving and set-up	\$
14	Office equipment	\$
15	Computers	\$
16	Office Supplies	\$
17	Phone, fax and internet service	\$
18	Utilities for job office	\$
19	Drinking water, ice, cups, coffee and etc for meetings	\$
20	Office furniture & furnishings	\$
21	Postage and express shipping costs	\$
22	Miscellaneous document printing	\$
23	Janitorial services	\$
24	Staff Support Services	\$
25	Vehicle, rental, fuel and insurance	\$
26	Cell Phone	\$
27	Miscellaneous project requirements:	\$
28	Temporary project signage	\$
29	Layout	\$
30	Power consumption	\$

31	Water Consumption	\$
32	Temporary sanitary facilities	\$
33	Equipment / storage trailers	\$
34	General handling & hoisting, fuel & maintenance	\$
35	Safety equipment, labor & supplies	\$
36	Field engineering labor, equipment	\$
37	Small tools and consumables	\$
38	Temporary fencing	\$
39	Erosion control	\$
40	Barricades / protection / safety rails / equipment	\$
41	Equipment Rentals / Scaffolding	\$
42	Construction clean up (daily and weekly)	\$
43	Final cleaning (site & building)	\$
44	Dumpsters (rental & disposal costs, exclude demolition)	\$
45	Independent testing and inspections	\$
46	Permit and impact fees	\$
47	CM Insurance and Bonding	\$
48	Builder's risk insurance	\$
49	General commercial liability	\$
50	Performance & payment bonds (Contractor and Subcontractor)	\$
51	Subtotal for General Conditions	\$

ATTACHMENT E
PROCUREMENT SCHEDULE

RFQ/P ACTIVITIES:		
	EVENT DESCRIPTION	DATE:
1.	Hidalgo County Commissioner’s Court Approval of RFQ/P Packet and Authority to Advertise	7/23/2024
2.	1 st Advertisement	7/27/2024
3.	Start RFQ/P Packet Distribution	7/27/2024
4.	2 nd Advertisement	8/3/2024
5.	PRE-SUBMITTAL MEETING – Hidalgo County Purchasing Dept, (Conference Room) 2802 S Bus Hwy 281, Edinburg TX 78539	8/1/2024
6.	Deadline for Questions	8/5/2024
7.	Deadline for Answers	8/7/2024
8.	RFQ/P SUBMITTAL OPENINGS	8/14/2024

ATTACHMENT F
PROJECT LOCATION


 Proposed Project Site

EXHIBIT “B”

“EVALUATION CRITERIA/FORMS”

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

EXHIBIT “B”

Evaluation Form

This form is provided for Respondent’s reference and will be used by the selection committee’s evaluators to grade and rank each Respondent’s submitted Statement of Qualifications/Proposal.

RFQ/P Evaluations – Evaluator’s Respondent Grading Sheet (one per respondent)

RFQ/P NO. 24-0253-08-14-13

RFQ/P Project: Construction Manager at Risk (CMAR) for the Hidalgo Health Clinic – Facility Construction Project

Respondent’s Name: _____

Evaluation Criteria	Max Points	Points Awarded
Understanding the Project	10	
Firm Qualifications & Approach	25	
Personnel & Staffing	20	
Fee Proposal	45	

Evaluator’s Name: _____

Evaluator’s Signature: _____ **Date:** _____

RFQ/P Evaluations – Evaluator’s Ranking Sheet (one per evaluator)

RFQ/P NO. 24-0253-08-14-13

RFQ/P Project: Construction Manager at Risk (CMAR) for Hidalgo Health Clinic – Facility Construction Project

An evaluator is to rank firms based on grades given on individual score sheets. In the case of a tie, evaluator shall give each tied firm the same rank.

Rank	Grade (Max 100)	Respondent’s Name
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Evaluator’s Name: _____

Evaluator’s Signature: _____ **Date:** _____

EXHIBIT “C”

“INSURANCE REQUIREMENTS, INSURANCE / PROJECT ACKNOWLEDGEMENT FORMS”

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

INSERT ACORD SAMPLE

EXHIBIT “C”

Insurance Requirements

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and Five Hundred Thousand Dollars (\$500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000) arising out of the services provided to the County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Proposer is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. Seq.

County will only accept certificates of insurance on an Acord form (as attached hereto).

Certificates of insurance naming the County of Hidalgo as an additional insured shall be submitted to the County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company / Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from award of project by the County;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification of award of project by the County; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the County in order to qualify for award and to execute a contract between your Company and the County of Hidalgo.

Failure to provide Certificates of Insurance to the County will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with the County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT “D”

“FORM (CIQ) CONFLICT OF INTEREST QUESTIONNAIRE”

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

Insert CIQ Form

2 pages

EXHIBIT “E”

***“BIDDER/VENDOR APPLICATION, HUB
DECLARATION, AND
W-9 FORM(S)”***

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

Insert HUB Declaration

1 Page

Insert W-9 Forms

4 Pages

EXHIBIT “F”

“CERTIFICATION REGARDING DEPARTMENT”

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

EXHIBIT “G”

“TITLE VI APPENDICES”

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

EXHIBIT “H”

(IF APPLICABLE)

***2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II,
REQUIRED CONTRACT CLAUSES FOR NON-
FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS***

&

***REQUIRED CONTRACT CLAUSES FOR NON-
FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS WITH THE FEDERAL
EMERGENCY MANAGEMENT AGENCY (FEMA)***

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

EXHIBIT “I”

“GOVERNMENT CODE CHAPTER 2252, SUBCHAPTER F CERTIFICATION”

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

EXHIBIT “J”

“PROPOSER’S AFFIDAVIT”

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

PROPOSER'S AFFIDAVIT
Exhibit "J"
EXHIBIT "K"

"DRAFT AGREEMENT"

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

EXHIBIT “L”

“DEFICIENCIES AND DEVIATIONS”

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

EXHIBIT “M”

“REFERENCE FORM”

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

EXHIBIT “N”

***“REQUIRED CONTRACT PROVISIONS
FHWA 1273”***

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

HIDALGO HEALTH CLINIC

FACILITY CONSTRUCTION PROJECT

RFQ/P NO. 24-0253-08-14-13

REQUEST FOR QUALIFICATIONS/PROPOSALS

“Construction Manager at Risk (CMAR) – Hidalgo Health Clinic Facility Construction Project”

RFQ/P No.: 24-0253-08-14-13

RFQ/P SUBMITTAL CHECKLIST

All forms listed below **MUST** be included in the RFQ/P response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 10 of Legal Notice

_____ Attachment “D” – Cost Proposal Form

_____ Exhibit “C” – Insurance and Project Requirements Acknowledgment Forms

_____ Exhibit “D” – Form CIQ (Conflict of Interest Questionnaire) – Copy of Co. Clerk
Recording fee receipt (if applicable)

_____ Exhibit “E” – Bidder/Vendor Application, HUB Declaration, and IRS form W-9

_____ Exhibit “F” – Certification Regarding Debarment

_____ Exhibit “H” – Required Contract Clauses for Contracts Under Federal Award
(2 CFR 200)

_____ Exhibit “J” – Proposer’s Affidavit

_____ Exhibit “L” – Deficiencies and Deviations

_____ Exhibit “M” – Reference Form

_____ SAMS.gov Registration – Acknowledgement www.sam.gov

_____ Electronic Submittal to Portal or if hand delivered One (1) Original hard copy,
(pages one sided-clearly marked original), and Two (2) USB’s in original PDF
format (see number 2f of Legal Notice)