

Request for Qualifications (RFQ) For Construction Manager at Risk

Issued by
Port Arthur Economic Development Corporation

For Addition and Renovation of the Port Arthur News
Building as the Center for Community and Business
Development

Issue Date: April 3,2019

Responses Due By: May 3, 2019

INTRODUCTION AND BACKGROUND INFORMATION

Purpose of RFQ

The Port Arthur Economic Development Corporation (PAEDC) invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firms interested in providing Construction Manager at Risk (CMAR) services for construction/renovation of the Port Arthur News Building ("the project"). The building will house a Hospitality Program, Commercial Kitchen, Co-Working Spaces, Office Spaces, and the City Emergency Operations Center. It is anticipated that the building will be approximately 43,000 square feet in size.

Background

Port Arthur Economic Development Corporation (the "Corporation") is a Texas nonprofit Corporation was organized for the purpose of aiding, assisting and acting on behalf of the City of Port Arthur, Texas (the "City") to promote, assist and enhance economic development, and to develop projects authorized by Article 5190.6 Section 4A Texas revised Civil Statutes, as amended (the "Act").

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration (EDA) and therefore is subject to the Federal laws and regulations associated with that program.

Compliance with Federal Regulations

To be considered, all Respondents must acknowledge and certify that they will in all respects comply with Federal requirements including Equal Employment Opportunity laws and regulations, the Davis Bacon Wage Act, Anti-Lobbying Certification, the Contract Work Hours and Safety Standards Act, and all other provisions set forth in CFR Part 200, Appendix 2. Any Respondent that does not acknowledge this in writing will not be considered.

Vendor Registration: SAM (System for Award Management).

Vendors doing business with the Corporation are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/Fed Reg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Qualifications Submission.

Compliance with State Regulations

State Required Affidavits/Certifications

- (i) Awarded Firm(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires all awarded vendors to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. Awarded Proposers (for contracts under this RFQ) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Corporation will submit a request to the Awarded Proposer (for a contract under this RFQ) to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Proposer and notarized to the District.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(ii) Senate Bill 252

(ii) House Bill 89

Project Architect

The Architect for this project is Architect's Studio PLLC, 501 Procter Street, Suite 324, Port Arthur, TX. The CMAR will work in close collaboration with the Architect, assist with exploration of existing conditions and material, cost estimating and constructability reviews, and execution, which will result in a successful project.

Location

The proposed location of this project is at 549 4th Street, Port Arthur, Texas.

Selection Process

Selection of the CMAR will be made by PAEDC Board of Directors, or a Committee acting on behalf of the Board of Directors. They will review proposals received, conduct interviews, and make recommendations. After review of qualification received, PAEDC intends to evaluate the RFQs and invite one or more firms to be interviewed before moving into Phase two of the selection process. PAEDC will notify firms of the date and time of any interviews. PAEDC reserves the right to make a selection based solely on statements of qualifications received.

1.0 GENERAL INSTRUCTIONS

I. I Definitions

- 1.1.1 "Respondent" refers to submitter.
- 1.1.2 "Vendor" refers to Successful Respondent.
- 1.1.3 "PAEDC" refers to the Port Arthur Economic Development Corporation
- 1.1.4 "Response" or "Submittal" refers to those documents required to be submitted by a Respondent.
- 1.1.5 "Local Office" refers to an office located within the City of Port Arthur within the County of Jefferson

1.2 Submittal Instructions

Sealed submittals are required. Responses must be received no later than 4:00 p.m. on Friday, May 3, 2019. Submit nine (9) copies of the proposal in a sealed envelope or package which is clearly marked: "Bid Documents - CMAR RFQ" to: ·

Floyd Batiste, PAEDC, CEO
Port Arthur Economic Development Corporation
501 Procter Street, Suite 100
Port Arthur, Texas 77640

Responses may be submitted via hand delivery, U.S. Postal Service, Fed-Ex, UPS, or other courier service. Any response received after the time and date specified or at any other location shall be considered void and unacceptable. Oral, telegraphic, telephonic, e-mailed, or facsimile responses shall NOT be accepted. The date and time established herein for receiving qualifications may be postponed solely at PAEDC's discretion.

1.3 The responses will be acknowledged at the date and time specified as the closing date. No additional information will be read so as to avoid disclosure of the contents to competing Respondents and kept confidential during negotiation. However, all responses may be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the response and identified by Respondent as such will be treated as confidential by PAEDC to the extent allowable by law.

1.4 Contact Information: Questions related to this solicitation should be directed to Floyd Batiste, CEO, (409) 963-0579 or the address shown above.

1.5 PAEDC reserves the right to accept or reject any or all responses, and to award based on the best overall response submitted to PAEDC with consideration given to capability to perform in accordance with the standard business practices and requirements of the RFQ.

1.5 A response may not be withdrawn or canceled by the Respondent prior to the ninety- first (91st) day following the date designated for the receipt of response and only prior to award.

1.6 PAEDC reserves the right to waive any technicalities, irregularities and/or informalities in the solicitation process deemed to be in the best interests of PAEDC.

1.7 Any interpretations, corrections and/or changes to this RFQ or extensions to the opening/receipt date will be made by addenda by PAEDC. An addendum will be published and distributed to all that are known to have received a copy of the RFQ. However, it shall be the sole responsibility of the Respondent to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to insure Respondent's receipt of any addenda issued. No questions will be responded to that are submitted after the date and time indicated as the deadline for questions. Respondents shall acknowledge receipt of all addenda.

1.8 PAEDC may make such investigations as it deems necessary to determine the ability of the Respondent to provide satisfactory performance in accordance with the RFQ requirements, and the respondent shall furnish to all such information and data for this purpose at PAEDC request.

Minimum standard for responsible prospective Respondents are as follows:

1.9.I Have adequate financial resources, or the ability to obtain such resource

1.9.2 Be able to comply with the required or proposed schedules and project requirements

1.9.3 Have a satisfactory record of performance for contracts of similar scope

1.9.4 Have a satisfactory record of integrity and ethics

1.9.5 Completeness and thoroughness of qualifications submittal

1.9.6 Be otherwise qualified and eligible to receive an award

1.10 PAEDC hereby notifies all prospective vendors that in regard to any contract entered into pursuant to this RFQ, Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit responses and will not be discriminated against on the grounds of race, color, religion gender, age, disability, veteran status or national origin in consideration of an award.

1.1I DEBARMENT: The Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Respondent cannot certify this statement, attach a written explanation for review by PAEDC. The Respondent must notify PAEDC within 30 days if debarred by any governmental entity during the

Contract period.

1.12 If any portion of Respondent's submittal is considered to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions in the response. Responses will be opened in a manner that avoids disclosure of the contents to competing Respondents and keeps the responses secret during negotiations. All responses may be open for public inspection after the contract is awarded, but trade secrets and confidential information in the responses will not open for inspection. PAEDC will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your response is in fact a trade secret or commercial or financial information that may be withheld from public inspection may be made by the Texas Attorney General or a court of competent jurisdiction. Marking your entire response as Confidential/Proprietary is not permitted.

1.13 Prior to submittal and during the period between response submission date and the contract award, Respondents, including their agents and representatives, shall not directly discuss or promote their response with any member of PAEDC Board of Directors, staff, their agents or representatives except in the course of sponsored inquiries, briefings, interviews, or presentation, unless requested by. This policy is intended to create a level playing field for all potential Respondents and to protect the integrity of the RFQ process. Violation of this provision may result in rejection of the Respondent's response.

1.14 Document/Site Familiarity: At the time of the receipt of responses, each respondent shall be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract requirements. No plea of ignorance of conditions that exist or may hereafter exist or of difficulties that may be encountered in the execution of the intent of this contract, as a result of failure to make necessary investigations and examinations will be accepted as an excuse for any failure or omission on the part of the vendor to fulfill all the requirements of this contract.

1.15 PAEDC Evaluation Process: All responses to this RFQ will be evaluated by an evaluation committee. Respondents to this RFQ may be required to submit additional information that PAEDC may deem necessary to further evaluate the Respondent's qualifications. The committee will evaluate and numerically score each response in accordance with the evaluation criteria included in the RFQ. The committee will arrive at a short list of no fewer than one (1) and no more than three (3) of the top ranked respondents and these three (3) or fewer respondents will advance to the second step of the process. At the end of the second step, the evaluation of the short-listed respondents will be completed.

In the second step of the process, the selected top ranked respondent(s) will be required to submit additional information to PAEDC including fee proposals and general conditions pricing as part of their response to the RFP. The selected respondents may also be asked to make a presentation to and/or attend an interview with the evaluation committee, during which they may be asked to confirm the information contained in their response and answer additional questions from the evaluation committee members.

1.16 Presentations: Short-listed Respondents shall be available to meet with PAEDC representatives to make presentations and discuss responses within one (1) week after notification.

1.17 Contract Approval: This procurement is subject to approval by the PAEDC Board of Directors. Subsequent to Board approval, the only person authorized to commit. Contractually is the President or his/her designee.

1.18 Obligation: This RFQ does not obligate PAEDC to award a contract or pay any costs incurred by the respondent in the preparation and/or submittal of qualifications.

1.19 By submitting qualifications, respondent agrees to and does hereby waive any and all claims it has or may have against PAEDC and its directors or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any submittal or offer; (2) any requirements under the solicitation, request for qualifications package, or related documents; (3) the rejection of any submittal or any part of any submittal or offer; (4) waiver by the PAEDC of any technicalities in the submittal package or any submittal or offer; (5) waiver or change in any non-material provision of the solicitation package or materials that do not adversely and specifically affect the previously submitted qualifications or offers; and/or (6) the award of a contract, if any.

2.0 TERMS OF CONTRACT

2.1 PAEDC may negotiate a contract with the selected. Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both PAEDC and selected Respondent shall be submitted in written form and made part of any resulting contract.

2.2 PAEDC reserves the right to terminate negotiations with any Respondent, for any reason as deemed to be in the best interest of PAEDC.

2.3 This response, submitted documents, and any negotiations, when properly accepted by shall constitute a portion of a contract equally binding between the Respondent and which may only be changed by execution of a contract amendment or change order in writing and signed by both parties.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Contractor and approved by the Architect

2.4 Responses must comply with all federal, state, county and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.5 Vendor shall defend, indemnify and save harmless PAEDC and all its officers, directors and agents, and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any

Contract which may result from award. Vendor shall pay any judgment with cost which may be obtained against PAEDC and participating entities growing out of such injury or damages.

2.6 The contract shall remain in effect until contract expires, delivery of products is complete, or is terminated by either party with a thirty (30) day written notice prior to any cancellation, except for breach of contract. Notice of termination must be transmitted via certified mail to the other party's designated representative. Notification must state reason for cancellation. PAEDC reserves the right to award cancelled contract to the Respondent whose response is determined to be the next most qualified.

2.8 PAEDC may terminate a contract, in whole or in part, whenever PAEDC determines that such termination is in the best interest of PAEDC without showing cause, upon giving written notice to the vendor. PAEDC shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid an amount which exceeds the contracted price for the work performed. The vendor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

2.9 Neither Vendor nor PAEDC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this bid caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such part could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.10 The vendor shall notify PAEDC immediately if the completion schedule cannot be met. If delay is foreseen, the vendor shall give a written notice to PAEDC. PAEDC has the right to extend delivery time if reason appears valid.

2.11 All plans, prints, designs, concepts, etc., shall become the property of PAEDC

2.12 The vendor agrees to protect PAEDC from any claims involving infringements of patents and/or copyrights.

2.13 This contract shall be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. This contract is performable in Jefferson, County, Texas.

2.14 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of PAEDC except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Vendor shall not advertise, publish or otherwise make reference to the existence of a contract between PAEDC and Vendor for purposes of solicitation of new work by the Contractor. As exception, Vendor may refer to PAEDC as an evaluating reference for purpose of establishing a contract with other entities.

2.15 Invoices: Invoices must show the item(s) shipped and/or the services complete, as well as the purchase order number applicable to the transaction in order to ensure prompt payment.

2.16 PAEDC reserves the right to audit the vendor's records and performance related to the resulting contract during the term of the contract and for three years thereafter.

2.17 A purchase order(s) shall be generated by PAEDC and issued by an individual with authority to obligate funds. Vendors supplying goods or services without a valid purchase order do so at their own risk. Contractors is not guarantee payment of any goods or services provided without a valid purchase order.

2.18 Vendor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Board of Directors that has the ability to influence an award decision.

3.0 EVALUATION CRITERIA

3.1 PAEDC will select a minimum of one (1) and a maximum of three (3) of the highest qualified respondents on the basis of demonstrated competence and qualifications, taking into consideration the relative importance of the factors set forth in the RFQ. Initial evaluations to establish a short-list of up to three (3) respondents, will be based upon the following criteria:

Criteria	Weight
CMAR Qualifications & Relevant Experience with Similar Projects	30%
Proposed Project Team Resume	10%
Budgeting & Cost Control	15%
Schedule Management	15%
Methodologies, Technology & Best Practices	20%
Warranty Management & O&M History	5%
Safety	5%
Total	100%

The firm or firms that are short-listed will be asked to the second step of the selection process, a Request for Proposal, which will be requested in a separate solicitation document.

4.0 PROJECT SUMMARY

4.1 PAEDC is seeking sealed responses from qualified firms to select a Construction Manager at Risk (CMAR) firm to provide pre-construction and construction services for Addition and Renovation to the Port Arthur News Building to be known as The Center for Community and Business Development at 549 4th Street in Port Arthur, Jefferson, County, Texas. The building will house a Hospitality Program, Commercial Kitchen, Co-Working Space, Office Space, and the City Emergency Operation Center.

5.0 SCOPE OF SERVICES

This RFQ is intended to identify the highest qualified respondent firms that could provide pre-construction and construction services for the project as described in Section 4.1.

5.1 PRE-CONSTRUCTION SERVICES: The selected firm will perform the following functions during the pre-construction phase of the project:

- 5.1.1 Cost estimating during all design stages
- 5.1.2 Budgeting
- 5.1.3 Scheduling for the pre-construction and construction phases of the project
- 5.1.4 Constructability and value engineering reviews to ensure current estimated construction cost is within project budget parameters
- 5.1.5 Participation in all programming and design phases project team meetings and formal design reviews
- 5.1.6 Subcontractor prequalification, solicitation, and bidding
- 5.1.7 Preparation of GMP estimate
- 5.1.8 Market surveys of material and labor

5.2 CONSTRUCTION SERVICES: The selected firm will perform the following functions during the construction phase of the project:

- 5.2.1 Procure and furnish all materials, equipment, tools, services and labor required to complete all work shown or described in the Contract Documents
- 5.2.2 Conduct weekly, and special as needed, progress/coordination meetings with project team members on project site
- 5.2.3 Coordinate and manage work of all entities performing activities on the project site related to the Work required to construct the project
- 5.2.4 Maintain a safe work environment at all times at the project site
- 5.2.5 Prepare and submit monthly cost and schedule updates for Owner review

6.0 STATEMENT OF QUALIFICATIONS

6.1 Please provide the following information in the sequence and format prescribed by this response section. The RFQ submittal shall provide direct and concise descriptions of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, conciseness, clarity of content, responsiveness to the requirements, and an understanding of PAEDC needs. Submittals shall not exceed 35 pages.

The Statement of Qualifications must include the following documentation at a minimum. Information must be presented in the following order and be clearly titled as follows:

6.2 Cover letter: The cover letter must not exceed two (2) pages in length, summarizing key points in the submittal. The cover letter should include a short narrative describing the respondent's unique qualifications as they pertain to this project. Letter should also contain a statement on the availability and commitment of the respondent, its key local principal(s) and proposed project and office staff to undertake the project.

6.3 Table of Contents

6.4 Firm Information

- 6.4.1 Firm name
- 6.4.2 Firm local address and home office address; number of employees at each

- 6.4.3 Telephone, fax, and e-mail contact information
- 6.4.4 Website
- 6.4.5 Number of years local office has been established
- 6.4.6 Number years firm has been under current name and registration/license number
- 6.4.7 Former firm name (if applicable)
- 6.4.8 Type of organization: (e.g., sole proprietorship, partnership, corporation, etc.)
- 6.4.9 List names of key principals of firm and local office (if applicable)
- 6.4.10 Total number of employees
- 6.4.11 Notable projects (preferably comparable to this project) completed in past 5 years

6.5 Financial Information

- 6.5.1 Provide banking reference: contact name, title, institution, address, and telephone number.
- 6.5.2 Identify any bankruptcy filings by the firm (or any former name under which the firm operated) or any principal since 2007. Also include a copy of the firm's three (3) most recent financial statements or 10-K report (if a public corporation). The financial statements or 10-K report do not count toward the 35-page limit.
- 6.5.3 Indicate whether your firm currently has a Subcontractor Default Insurance policy In place, and if so, whether you intend to use this policy in lieu of surety bonds for your subcontractors on this project.
- 6.5.4 Provide the following information on your firm for the past three (3) years:
Annual number and value of contracts in local office and nationally per year. Total aggregate bonding capacity, total available bonding capacity and current backlog of contracted work. Provide a recent letter from your surety company indicating your firm's ability to bond for the entire construction cost of the project.

6.6 Claims/Litigation: Describe all instances of project disputes, which, in the last five (5) years, reached the level of formal mediation, arbitration, or litigation. For each dispute, describe the parties involved, the nature of the dispute, and the amount in dispute. Please provide this information for all the disputes arising out of the firm's projects, regardless of whether the firm was a party or a witness in the dispute. This information will be kept strictly confidential and used only for purposes of this selection.

6.7 Qualifications of Project Team

- 6.7.1 Describe your firm's management philosophy for the CMAR project delivery method.
- 6.7.2 Provide brief resumes of the project team that will be directly involved in the pre-construction and construction phases of the project. Resumes should be in the following format:
 - a. Name, title and proposed responsibilities
 - b. Education, institution(s) and degree(s) with completion dates
 - c. Year hired and present job title
 - d. Relevant work experience/projects
- 6.7.3 Describe the proposed project assignments and lines of authority and communication for each team member that will be directly involved in the project. Indicate the amount of time (percentage) each team member will be involved in the project.
- 6.7.4 On-Site Senior Project Manager References – Provide two (2) owner references for the proposed on-site project manager. Provide individual's contact name, title, organization, phone number and e-mail address.

6.8 Past Project Experience

- 6.8.1 Describe up to a maximum of three (3) project profiles of your firm's past experience

providing CMAR services that are most related to this project in the past five (5) years. List the projects in order of relevance to this project. Provide the following information for each project listed:

- a. Project name, description and location
- b. Color photograph(s) images of completed building(s)
- c. Project type (new construction, addition, renovation)
- d. Project size (gross square feet) and final cost
- e. Actual date of Notice to Proceed for Pre-Construction Services
- f. Actual date of Notice to Proceed for Construction Services
- g. Actual date of Substantial Completion
- h. Names of Project Manager and Project Superintendent on project
- i. Names of Mechanical, Electrical and Plumbing subcontractors
- j. Owner Reference – Provide contact information for an Owner’s representative who acted as the day-to-day liaison with your firm on these projects. Provide individual’s contact name, title, organization, phone number and e-mail address.
- k. Architect Reference – Provide contact information for an Architect’s representative who acted as the day-to-day liaison with your firm on these projects. Provide individual’s contact name, title, organization, phone number and e-mail address.

6.8.2 Work History with PAEDC (1 Page Maximum) – describe previous work history of your firm and/or proposed personnel with PAEDC in the past five (5) years.

6.9 Budgeting and Cost Control

6.9.1 Describe your cost estimating methodology, from conceptual design to final construction documents. From the projects listed in Section 6.8.1, describe how the estimates were developed at each phase of the project. Compare your final project construction cost versus construction cost shown in your firm’s estimates prepared at the 50% design document and 100% construction document design phases. If final construction cost exceeded estimated construction cost by more than 3%, provide a brief narrative explaining the cost difference.

6.9.2 Describe your cost control methods during construction and how you procure subcontracts, confirm scope and bid amount against budget/estimate amount.

6.9.3 Provide a brief narrative describing your methodology for working with the Owner, Program Manager, Architect and their consultants to deliver a GMP within the Owner’s project budget and to maintain the GMP throughout the design and construction phases of the project.

6.9.4 Describe your plan for communicating constructability, phasing, material lead times, material cost escalation, value engineering and other budget impact items in a way that will quickly facilitate the Owner’s decision-making process.

6.10 Schedule Management

6.10.1 Provide a narrative of how your firm will develop, maintain and update the project schedule during the design and construction phases. Describe your firm’s approach to assuring timely completion of this project, including methods for schedule recovery, if necessary.

6.11 Construction Methodologies, Technology & Best Practices

6.11.1 Describe your firm’s quality control program. Provide examples of methods used to ensure quality control during the construction phase of a project. Provide specific examples of how these techniques or procedures were used from any of the projects listed in response to Section 6.8.1 of this RFQ. Describe how your firm’s QC program has previously interfaced with an Architect’s, Program Manager’s and inspection firm’s quality assurance programs.

- 6.11.2 Provide a brief narrative describing your firm's past history in implementing any of the following industry "best practices":
- a. Building Information Modeling and virtual reality visualization.
 - b. Total quality management for each project phase, including close-out and commissioning.
 - c. Working in a collaborative, team environment on a daily basis with an Owner, Architect and Program Management firm.
 - d. Design Assist and incorporating key subcontractor input into construction documents.
 - e. Partnering and Project Charter.
 - f. Past use of Construction Industry Institute's (CII) Project Definitions Rating Index (PDRI) during the planning and programming phases of a project.

6.12 Warranty Management - Operations and Maintenance History of Facilities

- 6.12.1 Provide a brief narrative describing your firm's processes for tracking and responding to warranty requests from the Owner during the warranty period specified by the contract.
- 6.12.2 Provide references for three (3) separate facilities constructed by your firm that have been occupied and in operation for more than three (3) years. Reference contacts for each should be the individual responsible for the operation and maintenance of facility at a department head level. Provide project name and location, contact name, title, organization, phone number and e-mail address.

6.13 Safety

- 6.13.1 Briefly describe your firm's approach to anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's Safety program. Describe the Safety and Insurance/Claim History information that the firm includes in the submission and award process for "best value" Subcontracts.
- 6.13.2 Identify your firm's Experience Modification Rate (EMR) and annual OSHA Recordable Incident Rates (RIR) for the three (3) most recent annual insurance- year ratings.

6.5.1

6.6 The Statement of Qualifications must include the following statement, signed by the Respondent:

" (Name of Respondent) acknowledges and certifies that it will in all respects comply with Federal regulations and requirements including but not limited to Equal Employment Opportunity laws and regulations, the Davis Bacon Wage Act, Anti-Lobbying Certification, the Contract Work Hours and Safety Standards Act, and all other provisions set forth in CFR Part 200, Appendix 2."