

Sweeny Hospital District

Request for Proposal (RFP)

for

Construction Manager at Risk (CMAR) Services

(Using the One-Step Process)

Replacement Campus & Facilities for Sweeny Community Hospital Sweeny, Texas

Issued: May 9, 2019

Submission Date:

June 13, 2019 – 2:00 p.m. (C.D.T.)

For Further Information Contact:

Mr. R. Scott Briner, FACHE
Chief Executive Officer
Sweeny Community Hospital
305 North McKinney
Sweeny, Texas 77480
sbriner@sweenyhospital.org
(979) 548-1598

District's interests throughout.

Anticipated Milestones:

- Publish RFP for Construction-Manager-At-Risk (CMAR) Svcs May 9, 2019
- Secure Project Management (PM) Services May 28, 2019
- Receive Proposals for CMAR Services June 13, 2019
- **Secure Construction-Manager-At-Risk Services (CMAR) June 18, 2019**
- Concept Design Confirmation June 12 - 25, 2019
- Commence Design Development Phase June 26, 2019
- Final GMP March 31, 2020
- Publish CD's for Permitting/TDHHS Plan Review April 28, 2020
- Construction Start August 24, 2020
- Occupancy October 1, 2022

GENERAL SUBMITTAL REQUIREMENTS

- A. Notify the Hospital and District Board of your intent to respond to this RFP via email to sbriner@sweenyhospital.org prior before *May 24, 2019* in order to be added to the list to receive additional information that will be distributed to respondents. Questions regarding this RFP should be sent in writing via email to sbriner@sweenyhospital.org no later than *12 PM Noon on May 30, 2019*.
- B. This CMAR RFP process and subsequent contract will be in accordance with Subchapter F, Chapter 2269, Texas Government Code – One-Step Process.

Submit one (1) signed original and nine (9) bound copies along with one (1) digital copy of your proposal (in PDF format on a thumb drive. The digital file shall be named: "**SCH Replacement Campus/Facilities PM RFP – [your firm].pdf**"). The Response must be physically received in the Hospital's Administrative Offices by the Hospital's representative no later than **Tuesday, June 13, 2019 at 12:00 P.M. (CDT)**

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Any submittals that have not been received and officially logged in by the date and time stated above will be considered late, non-compliant and therefore, will not be eligible for consideration. Packages must be sealed and clearly labeled as follows:

**Response to RFP for CMAR Services
Sweeny Community Hospital Replacement
[your company]**

(Please note that any related correspondence must include this information in the subject line.)

- C. RFP submissions must be complete, addressing each applicable requirement set out in

the RFP. Only respondents who are able to provide the full range of required services, either directly or as part of a team under its control, should submit a Proposal.

- D. By submitting a proposal, the respondent represents to the District, that each team member and entity holds current licensing and qualifications to legally perform the requested services under both state and federal laws and requirements.
- E. Required financial information must be included in a separately sealed envelope with one copy of your organization's confidential financial statement including your latest balance sheet and income statement showing assets, liabilities, and retained earnings.
- F. RFP submissions will *not* be read aloud at time of opening.
- G. All acceptable proposals will be scored using the criteria and points as detailed in this RFP. The organization selected for the project, if any, shall be notified as soon as the Board has been able to meet to consider the results, and determine the need for interviews in order to make the final selection. Should interviews (with one or more of the respondents) be deemed necessary, the announcement of the selection will follow that deliberation.
- H. If it is determined a site visit is necessary, the District will endeavor to schedule a tour of the actual undeveloped site to provide a better understanding of any site conditions.

SPECIFIC PROPOSAL REQUIREMENTS

Please provide the following information for the CMAR firm in the sequence and format below. If the firm is a joint venture or association, please provide information on each firm. Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format.

A. GENERAL QUALIFICATIONS QUESTIONNAIRE

Section A.1 - Firm/Organization Information

- a. Legal Name of Firm/Organization
- b. Address – Mailing and Physical
- c. Phone/Fax
- d. Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other)
- e. Years in continuous operation
- f. Primary individual to contact regarding this response.
(incl. Phone/Email)
- g. If your organization is a corporation, answer the following: Date of Incorporation, State of Incorporation, President's Name, Vice President's Name(s), Secretary's name, and Treasurer's Name.
- h. If your organization is a partnership, answer the following: Date of Organization, Type of Partnership (if applicable), Name(s) of General partners.
- i. If your organization is individually owned, answer the following: Date of Organization, Name of Owner.
- j. If the form of your organization is other than those listed above, describe it and name the principals.
- k. Provide information on any current or pending claims or lawsuits

Section A.2 - Financial Information

- a. Financial Information must be in a separate sealed envelope.
- b. Provide one copy of the financial statement including your organization's latest

- this work. Provide a résumé and references for each individual team member. Be sure to include information regarding work experience similar to this scope.
- o. Describe in detail, the proposed Project assignments and lines of authority and communication for each key CMAR team member directly involved in the Project.
 - p. List the categories of trade work, if any, which you anticipate self- performing.
 - q. Describe the methodology used to identify and engage available individuals or subcontractors located in Sweeny and Brazoria County to perform work for the project.
 - r. Prior to contracting with a CMAR firm, Owner reserves the right to interview any of the project personnel assigned to the work.

Section A.7 - Statement of Differentiation [Optional]

- s. In 250 words or less, explain how and why your organization is *uniquely* qualified to perform CMAR services on this Project. Highlight any specific processes/protocols that may differentiate your team.

Section A.8 - Fees/Cost

Each Respondent must provide the following:

- t. **Pre-construction services fee** - *fixed fee.*
- u. **Construction Management fee** (including overhead and profit) – *percentage of the anticipated Cost of the Work.*
- v. **General Conditions cost** - *percentage of the anticipated Cost of the Work. (Include an itemized list of those components.*

B. SELECTION PROCESS

1. Rating Scale

After proposals have been received, confirmed, and accepted as compliant, the District will review each submittal, assigning a score based on the point values outlined below.

CRITERIA	POINTS
• <i>Team Experience (in similar Project Type/Size)</i>	25
• <i>Management Plan/Methodology</i>	20
• <i>Team/Personnel</i>	20
• <i>Current Clients/Client References</i>	10
• <i>Fee</i>	25
TOTAL	100

- 2. Additionally, the District may choose to interview any of the individual respondents or conduct no interviews.

CONTRACT TERMS

The Agreement between the Owner and Construction Manager At-Risk shall consist of the following:

- A. The District will attempt negotiation with the selected first ranked CMAR firm. If a contract cannot be successfully negotiated, the District will formally and in writing end negotiations with the first ranked selected CMAR firm and shall proceed to negotiate with the second ranked selected CMAR firm until a contract is reached or there are no

finalists remaining.

- B. **AIA A133-2009** - Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is based on the Cost of Work plus a Fee, with a Guaranteed Maximum Price.
- C. No agreement will become effective until the District Board and its counsel have approved the agreement, and its execution authorized by the Board.
- D. Following submission of the required Guaranteed Maximum Price ("GMP"), Performance and Payment Bonds for 100% of the construction cost will be required prior to commencing the work.
- E. Should the selected CMAR intend to self-perform any of the work, the Owner must receive a list of the specific portions of the work to be self-performed. Then, at least 24-hours in advance of the receipt of subcontractor proposals, the CMAR will provide a proposal for that portion of the work for comparison. The Construction Manager At-Risk must notify the Owner if there are no proposals received for categories of work the Construction Manager At-Risk would like to self- perform.
- F. The selected Construction Manager At-Risk must provide the Board any solicitation documents, bids, proposals, and evaluations of proposals during the selection of subcontractors that may be requested by the Board.
- G. Any Cost of Work items the Construction Manager At-Risk will be self-performing must be treated as General Condition costs and will not be included in the calculation of the percentage fee. For all self-performed work as well as the work of all subcontractors, the Board requires documentation detail to support a full audit and review. The Board reserves the right to directly ask subcontractors to comply with necessary requests made by the District.
- H. Following the successful negotiation of a Contract, the CMAR firm shall coordinate preconstruction, construction, and post construction aspects of the project with Project Management consultant, Architect, Sweeny Hospital District Board and Sweeny Community Hospital Administration.
- I. The CMAR firm shall provide a signed and sealed set of "as-built" construction documents for the Project to the District at the conclusion of construction.
- J. The selected Respondent will ultimately provide a Guaranteed Maximum Price that will be reflected in the Contract for CMAR Services that will include construction of the project in full compliance with the requirements in this RFP, as well as with all applicable laws, rules, regulations and in full compliance with all the offers, proposals, terms and conditions set forth in the Agreement approved by the District's Board.

ADDITIONAL REQUIREMENTS/PROVISIONS

- A. Criminal History: The CMAR employees and representatives (subcontractors, vendors, etc.) shall be subject to a criminal history check and shall not have a criminal history which is objectionable to the District. The successful CMAR shall make certification of background checks for representatives, employees, subcontractors, vendors who will be performing services and have direct on either campus (existing or new) available to the District.
- B. District does not assume, and hereby specifically disclaims, any responsibility or obligation

of any nature, to any of the persons or entities responding to this RFP and will make no payment or reimbursement of any cost, fee, or other expenditure whatsoever associated with the preparation or submission of a Proposal.

- C. The contract awarded will be governed by the laws of the State of Texas and is deemed payable and performable on behalf of Sweeny Hospital District (dba Sweeny Community Hospital) located in Brazoria County, Texas. The venue for all disputes shall be located in Brazoria County, Texas.
- D. The District has established a total construction budget of \$36,000,000.00 for the capital program described herein. The District expects the Guaranteed Maximum Price will not exceed the Project Budget. "Value Engineering" suggestions that may be necessary to bring the finished Project in line with budget estimates shall be offered during the RFP process.

MISCELLANEOUS

- A. To the extent not covered heretofore in this document, responses will be evaluated for compliance with the contract requirements of Texas law, including, but not limited to, those set out in Chapter 2269 of the Texas Government Code.
- B. In addition to all rights provided by law, the District:
 - 1. reserves the right to reject any or all Submissions;
 - 2. reserves the right to reject any Respondent;
 - 3. may, at its sole discretion, waive technical mistakes, informalities, or irregularities in any Submissions received; and
 - 4. reserves the right to select the Respondent which, in its discretion, is determined to provide the best value to the District and which it believes to serve its best interests in accordance with all applicable laws, including but not limited to Texas Government Code Section 2269.
- C. Neither this document, nor the advertisement of the Notice of the RFP is an offer. The exhibits attached hereto are incorporated herein for all purposes.
- D. Respondents shall, as a part of the selection process, address and identify how they intend to comply with all existing laws, rules or applicable local ordinances, state and federal laws, specifically related to construction of similar facilities.

Selection and acceptance of Respondent is expressly conditioned upon actual funding of the Project after approval of all documents by the Sweeny Hospital Board and its counsel. Acceptance of any Submission and possible interview is not acquiescence or agreement with any term or condition set forth in the submitted documents included in, or referenced by, the Submission or follow-up Interview.

- E. **WAIVER:** By submitting a proposal, each proposer agrees to waive any claim it has or may have against the Sweeny Hospital District, its trustees, agents, Sweeny Community Hospital and its employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of the proposal. Sweeny Hospital District shall have no contractual obligation to any proposer, nor will any proposer have any property interest or other right in the proposal or contract being proposed unless and until the contract is unconditionally

executed and delivered by all parties, and all conditions to be fulfilled by the proposer have been fulfilled by the proposer.

- F. **DISCLAIMER:** The Sweeny Hospital District Board believes the information included in this RFP is materially accurate, however, the Board does not warrant this information to be free from errors or omissions. Respondents are encouraged to perform necessary due diligence prior to submitting a response.

