



**REQUEST FOR QUALIFICATIONS (RFQ) FOR
DESIGN BUILD SERVICES**

**ROCKWALL COUNTY LAW ENFORCEMENT AND JAIL
RENOVATION AND EXPANSION CAPITAL
IMPROVEMENT PROJECT**

RFQ No.: 19-01-010

**RFQ RESPONSES MUST BE RECEIVED ON OR BEFORE:
Monday, April 1st, 2019 at 2:00 PM**

**NOTE: Proposals must be time stamped at the Rockwall County Auditor's Office on or before the hour
and date specified for receipt of proposals.**

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SECTION 1

INTRODUCTION

1.1 Description of Rockwall County

Rockwall County (hereinafter the “County”) is one of the fastest-growing counties in the United States. At 149 square miles, Rockwall County has the smallest land mass area of any Texas county. Rockwall County was founded in 1873 and has a population of 111,704 (2019) Its county seat is Rockwall. The county and city are named for a wall-like subterranean rock formation that runs throughout the county.

1.2 Objective

Rockwall County is planning the design and construction of a Law Enforcement and Jail Renovation and Expansion Capital Improvements Project to meet the detention needs of the County. Successful completion of this project will provide Rockwall County with adequate space for their existing and future staffing needs; improved operational efficiency; adequate parking for staff and visitors; a clear and simple signage plan; reduced operational and maintenance expenses (through the incorporation of energy efficient / sustainable design elements); flexibility; and a facility that accommodates future growth potential.

Additional general scope of work information regarding the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project can be found in Section 4 of this Request for Qualifications (RFQ).

1.3 Background

In 2016, the Texas Commission on Jail Standards recommended that Rockwall County 1) “Choose a site sufficient for future growth”, 2) “design a jail that is truly expandable”, and 3) “provide adequate service and support space” for such an expansion.

In 2018, the Broaddus and Associates (Project Manager / Owner’s Representative), DLR Group (Justice Planners), Chinn Planning (Projections), and R&N Systems Design (Detention Systems) team was hired to perform needs Analysis and develop an optimal re-use, renovation and/or replacement plan for consideration, and offer recommendations on viable courses of action to increase rated bed capacity while also increasing the form and functionality of the overall renovation and expansion master-planned program.. An essential part of the scope was to perform a comprehensive criminal justice system analysis to forecast in-custody population over 20+ years. The County requested a program land plan that could accommodate up to 400 rated beds by 2040 if needed, On November 6, 2018 a Rockwall County Bond Election was held and voters approved, confirming their commitment to accomplishing these targeted plan goals.

The initial construction of the existing Rockwall County Justice and Detention Center was completed in 1988, consisting of a 48-bed Detention Center and Sheriff’s Office facilities. The West Wing was constructed in 1994, adding two 24-bed Dormitories, and raising rated capacity to 96 beds. The North Expansion was completed in 2000, adding 144 beds to the overall capacity. Today, with some acceptable variances from the Texas Commission on Jail Standards (TCJS) the rated capacity is 243 beds.

1.4 Definitions, and Special Concerns

As used in this RFQ, the terms below have the meanings set forth:

- A. "Contract" means the contract between the County and the Contractor for the design and construction of the Law Enforcement and Jail Renovation and Expansion Capital Improvement Project.
- B. "Contractor" means the partnership, corporation, or other legal entity or team which the County contracts for the design and construction of the Project, and which includes an engineer or architect registered to practice in the State of Texas and a builder qualified to engage in building construction in Texas.
- C. "Design Criteria Package" means a set of documents that provides information to qualified Respondents to permit a design-build firm to prepare a response to a public agency's request for qualifications. The design criteria package specifies criteria the County considers necessary to describe the project and may include, as the County considers appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirement, as the County may determine is applicable.
- D. "Design-Build Firm" means a partnership, corporation, or other legal entity or team that includes an engineer or architect and builder qualified to engage in building construction in Texas.
- E. "Respondent" means the entity that plans to respond to the Design-Build RFQ.
- F. "Design-Build Statute" means Texas Local Government Code Section 271.181 *et seq*, as amended.

The Design-Build method for accomplishing the design and construction of the Law Enforcement and Jail Renovation and Expansion Capital Improvement Project is governed by the Design/Build Statute. The County has entered into an agreement with Broaddus & Associates (the "Owner's Representative") to provide Owner's Representative services to the County for the Project, in accordance with the Design/Build Statute.

The characteristics of this project will require a high degree of cooperation and coordination between the County, the selected Contractor, and the Owner's Representative.

SECTION 2

NOTICE TO RESPONDENTS

2.1 General

The County is accepting Statement of Qualifications (“SOQ’s”) from firms interested in performing design/build services related to the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project, pursuant to the Design/Build Statute, and in accordance with the terms, conditions and requirements set forth in this Request for Qualification (“RFQ”). This RFQ is intended to provide sufficient information for interested parties to prepare and submit SOQ’s for consideration by the County.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. ANY INFORMATION DEEMED CONFIDENTIAL BY THE RESPONDENT SHOULD BE MARKED AS SUCH.

2.2 Submittal Location/Deadline

Location: Rockwall County Auditor’s Office
1111 East Yellow Jacket Lane
Suite 202
Rockwall, Texas 75087

Deadline: 2:00 p.m. Central Time on April 1st, 2019.

2.3 Contacts

Any inquiries regarding this RFQ shall be directed to:

for Purchasing Questions:

Allana Crenshaw
Rockwall County Auditor’s Office
1111 East Yellow Jacket Lane
Rockwall, Texas 75087
Phone: (972) 204-6050
Fax: (972) 204-6059
Email: amitchell@rockwallcountytexas.com

for Technical Questions:

Mark Starr
Broaddus & Associates
1111 East Yellow Jacket Lane
Rockwall , TX 75087
Phone: (817) 771-0247
Email: mstarr@broaddususa.com

The County specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individuals. Respondents are prohibited from directly or indirectly communicating with County Commissioners Court members and are prohibited from contacting County staff members regarding their qualifications or the award of a contract, unless in direct response to an inquiry from a County member. Any violation will result in immediate disqualification of the Respondent from the selection process.

2.4 RFQ Submissions and Interpretations

Submissions regarding this RFQ must be in written form only, and must be received by 2:00 p.m. Central Time on April 1st, 2019. Submissions may be hand delivered or mailed. All submissions must include contact person, address and facsimile number. Responses to questions will be posted online via Addenda. All RFQ inquiries must be submitted to both of the Contacts identified in Section 2.3 electronically via email and must be electronically date stamped by the deadlines as outlined within this RFQ.

Responses to inquiries which materially interpret or change this RFQ will be issued via Addenda which can ONLY be viewed electronically at www.rockwallcountytexas.com.

All addenda issued by the County prior to the SOQ submission deadline shall be considered part of the RFQ, and Respondents are required to consider and acknowledge receipt of each addendum in their SOQ's.

Only those responses to inquiries which are included in formal written addenda shall be binding. Oral interpretations, clarifications, and communications will be without legal effect. The Respondent must acknowledge all addenda on the Execution of Offer form submitted with the SOQ.

2.5 Contract Award Process

The County anticipates awarding the Contract to a Respondent for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project following a two-phase Design-Build RFQ selection process. Phase One of the selection process is based on the qualifications of the Respondents. Qualifications will include similar relevant projects, proposed Design-Build Team (Designer, Contractor & Subcontractors), experience of team members in similar relevant projects, etc. The County will evaluate the Respondents based on the SOQ criteria set forth below.

NOTE: Cost-related or price-related factors will not be used and should not be submitted by Respondents in Phase One. Each Respondent must certify to the County that each Architect/Engineer that is a member of the Respondent's team was selected solely based on demonstrated competence and qualifications.

The Phase One process will allow the County to qualify and short-list up to a maximum of five (5) Respondents to present as part of the Phase Two process.

During Phase Two of the selection process the County will provide a select criteria package containing specific information about the project including, but not limited to, planning/programming information, general terms and conditions of the contract, specific performance requirements, design criteria, initial site survey and geotechnical data.. The short – listed Respondents will be invited to a mandatory pre-proposal conference to walk the existing facilities. The short-listed Respondents will be able to submit Request For Information's (RFIs) after the pre-proposal conference. Answers to these RFI's will be issued in Addendum #2 a week after the RFI's are submitted. The short-listed Respondents shall include, but not be limited to, the Respondent's proposed initial schedule, design concept meeting the minimum requirements by Texas Commission on Jail Standards, creative project approach, phasing plan for sequence of Jail

expansion, Jail renovation and Sheriff's Office ("SO") renovation work, standard general conditions rates, overhead rates, preconstruction rates, markups and design-build budget limitations.

After receiving these proposal submissions, the County will meet with each Phase Two short-listed Respondent to review their proposal. At the conclusion of the short-listed Respondent interviews the County will make a selection of a Design-Build firm to negotiate with. During the negotiations the County will negotiate the design phase fee, the preconstruction fee, general conditions and design-build fee. If the County determines that it is unable to reach a contract satisfactory to the County with the selected Respondent, then the County will terminate discussions with that Respondent and proceed to the next Respondent in order of selection ranking, and continue in this process until a contract is reached or the County has rejected all proposals. The County will not disclose information from one Respondent's proposal to another Respondent in conducting such discussions. The County reserves the right to award a contract for all or any portion of the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of the County. The County also reserves the right to re-solicit for proposals if deemed to be in the best interests of the County, and to temporarily or permanently abandon the procurement. If the County awards a contract, it will award the contract to the Respondent, whose proposal is the most advantageous to the County and offers the best value, considering the evaluation factors set forth in the RFQ.

The County will evaluate proposals received from pre-qualified Respondents based on the selection criteria contained in the Phase Two RFQ. The County may discuss or negotiate all elements of the proposal with Respondents in ranking order as described above.

2.6 Type of Contract

Upon award by the County of a design-build contract, the successful Respondent will be required to enter into a contract in a form based on Design Build Institute of America (DBIA) #530 Standard Form of Agreement between Owner and Design-Builder a Guaranteed Maximum Price (GMP) with certain modifications as directed by the County, a copy of which will be made available with issuance of the Phase Two. The compensation structure will be based on negotiated professional service fees; and fixed fee with multiple guaranteed maximum price (GMP) amendments. The County reserves the right to include the Respondent's SOQ or any part or parts of the selected proposal in the final contract.

2.7 Criteria for Qualification

The Respondent(s) will be selected based on the qualifications, as presented in the Respondent's SOQ, are the most advantageous to the County.

A project Selection Committee comprised of key elected officials, department heads and representatives of the owner's representative team will be participating as evaluators in Phase One of this solicitation. In general, the criteria for evaluation of qualifications, and selection of the qualified Respondent(s), will be based on the factors summarized below.

NOTE: More specific evaluation criteria are listed in Section 6.

1.	The Respondent's capability to perform the design-build services for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project, including Respondent's demonstrated capability and financial resources to perform the work within the proposed time and budget..	15 Points
2.	The qualifications and experience of the proposed Respondent team members to effectively and successfully manage the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project..	10 Points
3.	The Respondent's demonstrated technical and management competence with Design/Build projects.	15 Points
4.	The Respondent's demonstrated experience with jail or county government design/build projects.	10 Points
5.	The Respondent's knowledge of current construction methods and technology. Demonstrated knowledge of this project.	10 Points
6.	The Respondent's knowledge of innovative design or construction methods.	10 Points
7.	The quality of references from past customers of Respondent. Ability to work with the County to achieve goals.	10 Points
8.	The demonstrated ability of the Respondent to meet budgets and schedules on past projects.	10 Points
9.	The Respondent's safety record supported by accurate and verifiable data.	10 Points
	Total	100 Points

2.8 Respondent's Acceptance of Evaluation Method

Submission of a SOQ indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that the short list of the qualified Respondents shall be based on objective criteria, however, some subjective criteria may be considered by the County's evaluation team during the assigning of points.

2.9 Acknowledgements

Each Respondent, in submitting a SOQ, understands and agrees that this RFQ is predicated on the County's anticipated requirements for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project, and that the County has made no representation, written or oral, that any such requirements be furnished under a contract arising in connection with this RFQ. Furthermore, each Respondent, in submitting a SOQ, understands and agrees that all costs incurred by the Respondent in connection with the two-phase Design-Build RFQ selection process hereunder shall be at the sole risk and responsibility of the Respondent.

2.10 Key Events Schedule:

Issue Request for Qualifications	Tuesday, March 12th, 2019
SOQ Submissions Due	Monday, April 1st, 2019
Respondent Short-List	Monday, April 8th, 2019
Issue Addendum #1 – RFP Criteria	Tuesday, April 9 th , 2019
Pre-Proposal Conference	Friday, April 12 th , 2019
Respondent issue RFI's	Tuesday, April 16 th , 2019
Issue Addendum #2 – RFI Response	Tuesday, April 18 th , 2019
Interviews	Tuesday, April 30 th May 6 th , 2019
Court Select D-B Firm	Tuesday, May 7 th - 20 th , 2019

2.11 Eligible Respondents

Only individual firms or lawfully formed formal business organizations may submit a SOQ, unless the Respondent expressly states in writing in the SOQ that, if awarded a contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project. Any informal associations will be disqualified. This does not preclude a Respondent from engaging consultants by contract. The County will contract solely with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

SECTION 3

SUBMITTAL REQUIREMENTS

3.1 General Instructions

- A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- B. SOQ's and any other information submitted by Respondents in response to this RFQ shall become the property of the County.
- C. The County will not reimburse Respondents for any expenses incurred for SOQ preparation or for any demonstrations that may be made, unless otherwise expressly stated in this RFQ or required by law. Respondents shall submit SOQ's at their own risk and expense.
- D. SOQ's which are qualified with conditional clauses, or alterations, or items not called for in the RFQ, or irregularities of any kind are subject to disqualification by the County, at its sole option.
- E. Each SOQ should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ and the potential RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.
- F. The County makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFQ, and reserves the right to accept or reject any or all SOQ's, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or subsequent RFQ when deemed to be in the County's best interest. Representations made within a SOQ and any subsequent proposal will be binding on the Respondent firms. The County will not be bound to act by any previous communication or information submitted by a Respondent.
- G. Respondents wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section 6). The returned form should indicate the Respondent's name and include the words "No-Response" in the right-hand column.
- H. Failure to comply with the requirements contained in this RFQ may result in the rejection of a Respondent's SOQ.

3.2 Preparation and Submittal Instructions

- A. Each Respondent must complete, sign and return the attached Section 5, Execution of Offer, as part of its SOQ. The Execution of Offer must be signed by an officer of the Respondent's company authorized to bind the Respondent to the statements and representations in the SOQ. Failure to sign and return this form will subject a Respondent's SOQ to disqualification.
- B. Each Respondent must include answers to required questions in the attached Section 6, Respondent Questionnaire. It is not necessary for a Respondent to repeat the questions in

the SOQ; however, it is essential that the Respondent reference the question number to each corresponding answer. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain the reason for each N/R response.

C. Page Size, Binding and Dividers

Each SOQ must be typed on letter-size (8-1/2” x 11”) paper. The County requests that each SOQ be submitted in a bound format. Other binding methods are acceptable but traditional formats within concise packages that can be easily stored are encouraged. Preprinted material should be referenced in the SOQ and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. SOQ’s must be limited to 100 pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the SOQ specified in the advertisement. Any SOQ exceeding the 100-page limit will be disqualified. ANY INFORMATION DEEMED CONFIDENTIAL BY THE RESPONDENT SHOULD BE MARKED AS SUCH.

D. Table of Contents

Include with the SOQ a Table of Contents that, minimally, includes tab number references noted in the following table. Additional detail, including page numbers of sub-sections, is encouraged. The first 9 tabs of the Table of Contents should correspond to the 9 Criteria for Qualification stated in paragraph 2.7 and further detailed in Section 6. Tab 10 should contain a completed and executed copy of the Execution of Offer Letter as well as certifications from the firm’s insurance and bonding agents.

Tab 1	The Respondent’s capability to perform the design-build services for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project, including Respondent’s demonstrated capability and financial resources to perform the work within the time and budget projected.
Tab 2	The qualifications and experience of the team members proposed to manage the Law Enforcement and Jail Renovation and Expansion Capital Improvements Projects for Respondent.
Tab 3	The Respondent’s demonstrated technical and management competence with design/build projects.
Tab 4	The Respondent’s demonstrated experience with jail or county government design/build projects.
Tab 5	The Respondent’s knowledge of current construction methods and technology.
Tab 6	The Respondent’s knowledge of innovative design or construction methods.

Tab 7	The quality of references from past customers of Respondent.
Tab 8	The demonstrated ability of the Respondent to meet budgets and schedules on past projects.
Tab 9	The Respondent's safety record supported by accurate and verifiable data.
Tab 10	Execution of Offer Letter and Agents Certifications A. Signed and Completed Execution of Offer (ref. Section 5) B. Certifications 1. Bonding Agent Letter (ref. paragraphs 3.3) 2. Insurance Agent Letter (ref. paragraphs 3.3)

E. **Pagination**

All pages of the SOQ should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) or by section (1-1, 1-2, etc.). Attachments should be numbered or referenced separately.

F. **Number of Copies**

- 1) Submit one (1) original and a total of ten (10) complete copies of the entire SOQ with one (1) complete consolidated electronic copy of files in PDF format. An original signature must appear on the Execution of Offer (ref. Section 5) of the Original, which should be distinctly identified.

G. **Submission**

- 1) Proposal materials shall be enclosed in a sealed, opaque envelope, box or container addressed to Lisa Constant Wylie, County Auditor. The package must clearly identify the RFQ number, the submittal deadline and the name and return address of the Respondent.
- 2) Properly submitted Proposals will not be returned to Respondents.
- 3) Late SOQ's will not be considered under any circumstances and will be returned to Respondent unopened.
- 4) Telephone, facsimile or e-mail submission of SOQ's is not acceptable in response to the RFQ.

Reference Section 2.2 for submission location and deadline.

3.3 Bonds and Insurance Instructions

Attach a letter of intent from a surety company indicating the Respondent's bond ability for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project.

Attach a letter of intent from an insurance company indicating the insurability of the Respondent for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project.

The surety and insurance companies shall each acknowledge that the firm may be covered for all construction phases of the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project, with a potential maximum construction cost limitation (CCL) of \$34,000,000.

3.4 Bonds and Insurance Requirements

A. The Contractor (selected respondent) shall procure and maintain the following types of insurance coverage in at least the following amounts (unless the contract specifies different coverage or amounts).

1. Workers' Compensation: Statutory
2. Employer's Liability \$1,000,000.00
3. Comprehensive General Liability: \$1,000,000.00 each occurrence
\$1,000,000.00 in the aggregate
4. Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)
 - a) Bodily Injury: \$ 1,000,000.00 each person
\$1,000,000.00 each occurrence
 - b) Property Damage: \$ 1,000,000.00 each occurrence
5. Owner's and Contractor's Protective: \$1,000,000.00
6. Builder's Risk: full value of construction costs
7. Professional Liability Insurance: Min. \$10,000,000
 - a) with terms and carrier acceptable to County
8. General Liability Umbrella Policy \$10,000,000 each occurrence

B. The Contractor must meet the following requirements:

Each policy of insurance shall be issued by one or more insurance companies each of which must have an A.M. Best Company financial and performance rating of A-IX or better and be qualified and authorized by the laws of the State of Texas to assume the risk covered by such policy.

C. Contractor shall deliver to the County:

1. Certificates evidencing the existence of all required insurance promptly after the execution and delivery of the contract; and
2. The Contractor must deliver replacement certificates at least thirty (30) days prior to the expiration of any required insurance. If the Contractor fails to pay any of the premiums for the insurance, the County shall have the right to make the payments and set off the amount thereof against payments owed to the Contractor; and
3. The insurance certificates must name the County as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and must provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the County, giving the County the right to pay the Premium to maintain coverage.
4. The insurance certificates must contain a Waiver of Subrogation in favor of the County and an additional insured endorsement for General Liability.

5. The required insurance policies required in this RFQ shall be kept in full force and effect for the periods specified below:
 - (a) Commercial General Liability Insurance, Auto Liability, Builder's Risk, and County's and Contractor's Protective shall be kept in force until receipt of final payment by the Contractor;
 - (b) Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed, and accepted by the County in writing.
6. The Contractor shall provide the County a full and complete copy of any insurance policy promptly upon request by the County, and without charge to the County.
7. Replacement certificates shall be provided to the auditor's office not less than thirty (30) days prior to the expiration of any such insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, the County shall have the right to make such payments and set off the amount thereof against the next payment coming due to Contractor under any purchase order or agreement; and

D. Bonding

The Contractor shall meet the following requirements:

1. The Contractor shall provide evidence satisfactory to the County of bonding capacity in the total estimated maximum amount of the design-build contract in its SOQ.
2. The Contractor shall deliver payment and performance bonds to the County within ten (10) days of execution of the Contractor's guaranteed maximum price proposal ("GMP"). The bonds will be in accordance with the provisions of Chapter 2253, Texas Government Code. The bonds shall be in the amount of the construction services portion of the contract only and shall not include amounts solely attributable to design services. The bonds shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Rockwall County. The surety or sureties must have a rating of B+ or higher as registered with the A.M. Best Company Bond Rating Service. If any bond is for more than 10 percent of the surety's capital and surplus, the County may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Rockwall County.
3. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer

authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

4. Security Bond: The Contractor will be required upon execution of the contract to execute a Security Bond in the amount of 5% of the Construction Cost Limitation. Any further specific requirements will be outlined in the Design Build Contract Agreement.

3.5 Pricing

Statement of Qualification responses shall not include proposals for fees, pricing, or other compensation. Information regarding historic fees and break down of those components for representative projects may be requested during Phase Two.

SECTION 4

SPECIFICATIONS FOR THE RFQ

4.1 General

The County requests SOQ's from qualified and experienced firms for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project meeting the following minimum specifications stated in this Section.

4.2 Budget Specifications/Scope of Work

The County's Construction Cost Limitation ("CCL") Total for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project will not exceed \$34,000,000. Budget scenarios are being developed concurrently with the revised program. A date of June 4th, 2019 is being targeted for the court approval of the program and project budget. Three revised scenarios are currently being prepared:

- Base – Jail Expansion to a minimum of 256 new and 304 total Beds.*
- Alternate 1 – add an additional 48 new Beds, for a combined total of 352 Beds
- Alternate 2 – add an additional 96 new Beds, for a combined total of 400 Beds
- Alternate 3 – Renovation of Existing Sheriff's Office ("SO")
 - * Total count does not include the required specialty beds such as medical or mental health rooms/beds

The CCL is based on the maximum 400 combined (new and renovated beds), and some renovation of SO. The County may or may not elect to build up to that total. The CCL will be reduced accordingly if the Court decides not to have 400 total beds.

The CCL includes budget for renovation of existing Jail and accommodation for specially beds as outlined in the Program of Record. The Program of Record will be issued at Phase 2 Two.

The CCL includes approximately 12,000 SF of renovation for the SO. The court may elect to add Additional Renovation of the SO will be subject to the budget.

The intent is to deliver the best value of a combination of renovation and expansion to meet the program and enhance operations and reduce staff requirements.

This information is pending Court approval and is subject to change. Upon Court approval, the program will be finalized and issued to the Design-Build Team prior to final contract negotiations. **Approval of Guaranteed Maximum Price (GMP) and initiation of construction phase activities are contingent upon funding approval through a public funding process.**

4.3 Delivery

Rockwall County's milestone events for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project established to date include:

Begin Construction	November-December 2019
Substantial Completion	March 2021
Final Completion	May 2021
Occupancy	May 2021
Begin Renovation	May 2021
Complete Renovation	TBD
Grand Opening	TBD

4.4 Scope of Work

This document does not address all design and construction phase deliverables required for this project. Included in the scope of work requirements are the following phases:

- A. Rough layout/conceptual master plan
- B. Schematic Design including presentations to the County
- C. Design Developmental including presentations to the County
- D. Construction Documents including presentations to the County
- E. Bidding/Negotiation/Award of Sub Contracts
- F. Construction Administration
- G. Project Closeout/Commissioning
- H. Warranty Review

4.5 Design Deliverables

Specific design deliverables will be developed and negotiated during the Phase Two, Contract negotiation phases. The Architect/Engineer team will be participating in all preconstruction and construction activities related to value engineering; constructability reviews, Project Definition Rating Index (PDRI) sessions, Selection Committee presentations, and Rockwall County Court presentations and shall be prepared to accommodate resulting design modifications accordingly.

The following documents will be among those available during the Phase Two solicitation and contract negotiation phases:

- A. Geotechnical Report
- B. Program of Record
- C. Boundary and Topographical Surveys

4.6 Construction Deliverables

Specific construction deliverables will be developed and negotiated during the Contract negotiation phases. These include SD's, DD's, and CD's. The Contractor will have the primary responsibility for design and construction

- A. Maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract;
- B. Assign to the County a designated single point of contact representative who will be responsible for the coordination and administration of the County's main requirements;

- C. The Design/Build Contractor will provide a centrally located field office including accommodations within its facilities for the County representatives, consultants and consultant's staff;
- D. Following the County's selection of a Design-Build Contractor, the Contractor's engineers or architects shall complete the design, submitting all design elements for review and determination of scope compliance by the County Commissioner's Court reviewing and approving authority before commencing construction;
- E. An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of the Texas Engineering Practice Act (Title 6, Subtitle A of the Texas Occupations Code, as amended). An architect shall have responsibility for compliance with the requirements of the Texas Architectural Practice Act (Title 6, Subtitle B of the Texas Occupations Code , as amended)
- F. Attend meetings with County representatives, Owner's Representative and the Architect as required throughout the project;
- G. Provide preliminary evaluation of the County's design criteria and the budget parameters;
- H. Provide information and recommendations on site usage and site improvements; building systems, equipment, and construction feasibility; selection and availability of materials and labor; and time requirements for installation and construction; including but not limited to County's FFE, telecom, data, AV systems, security, etc.
- I. Implement and maintain a constructability program to identify and document project cost and schedule savings opportunities;
- J. Implement and maintain a critical path method schedule ("CPM Schedule") in Primavera P6, which coordinates and integrates activities, including the construction services, the Architect's design services and the work of other consultants, subcontractors and suppliers; be prepared to submit the updated electronic XER file for review with each payment application.
- K. Provide ongoing cost estimating services throughout the duration of the project;
- L. Review all drawings, specifications and other construction documents as they are developed by the Architect;
- M. Consult with representatives of the County, and Owner's Representative on the selection of materials, equipment, component systems and types of construction used on the project;
- N. Provide construction management, administration, quality control, safety and supervision during construction of the project;
- O. The Design/Build Contractor (selected respondent) shall supply a signed and sealed set of as-built construction documents in both printed and electronic form for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project to the County at the conclusion of construction.

4.7 Basis of Compensation

The Contractor will be required to provide multiple Guaranteed Maximum Price (“GMP”) proposals as a part of its scope of services. It is currently anticipated that there will be several GMP packages developed including early civil packages with the main GMP developed at the end of the design development phase. Specifically included in this design/build GMP will be the following:

- A. Professional fees / reimbursable expenses: including architects, engineers, specialty consultants, and subcontractors for design development and construction;
- B. Pre-design surveys and investigations: including preliminary evaluation of the concept plan and feasibility study, constructability review and preliminary estimate, , Phase I Environmental Report, and value engineering of concept plans, etc.;
- C. All required permitting from federal, state, county and local governing jurisdictions;
- D. Site development: including water quality and water detention, grading, drainage, irrigation, retaining structures, parking, driveways, and landscaping;
- E. General conditions, overhead expenses and profit;
- F. Construction sub-trade packages;
- G. Utility services: including water, waste water, storm water, electrical, gas, telephone, data, and special systems connections such as fire alarms and security. Depending upon the development of the plan, the contractor may also be responsible for off-site water and waste water line extensions and road improvements.
- H. Construction inspection, quality control and quality assurance;
- I. Design and construction contingencies / allowances;
- J. Complete field “as-built” documentation and final electronic “record” drawings; and
- K. Start-up, testing, and staff training in the use of all systems.

4.8 Basic Services

The following professional services may be required to complete this project.

- A. Preparation of Site Development Documents
- B. Site Development Permit Application
- C. Civil Engineering
- D. Interior Design
- E. Landscape
- F. Acoustic
- G. Traffic/Transportation/Parking
- H. Building Envelope
- I. Code
- J. IT
- K. AV

- L. Security
- M. Signage/Graphics
- N. Elevator/Vertical Transportation
- O. Food Service
- P. TAS
- Q. LEED/Energy Modeling/Life Cycle Cost Analysis
- R. Building Information Modeling
- S. Furniture & Equipment Planning
- T. Permit Expediter

**SECTION 5
EXECUTION OF OFFER
ROCKWALL COUNTY, TEXAS**

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SOQ. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SOQ.

1. By signature hereon, the Respondent offers and agrees to furnish the products and/or services and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein.
2. By signature hereon, the Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or County representative in connection with the submitted SOQ. Failure to sign hereon, or signing with a false statement, shall void the submitted SOQ or any resulting contracts, and the Respondent shall be removed from all vendor lists of the County.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the County's option, may result in cancellation of any resulting contract or purchase order.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the SOQ directly or indirectly to any competitor or any other person engaged in such line of business.
5. By signature hereon, the Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
6. By signature hereon, the Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this SOQ.
7. By signature hereon, the Respondent certifies as follows:

“Under Section 231.006, Texas Family Code, the Respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

“Under Section 2155.004, Texas Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

“Under Section 2254.004, Texas Government Code, the Respondent certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only.”

8. By signature hereon, the Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the Respondent and an employee of the County, or the Respondent has not been an employee of the County within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the County entering into any contract with the Respondent.
9. By signature hereon, the Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 3.102, Article 601b, V.T.C.S.)
10. The Respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.
11. By signature hereon, the Respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
12. By signature hereon, the Respondent represents and warrants that, pursuant to section 2270.002 of the Texas Government Code, the Respondent acknowledges that it does not currently, and shall not during the term of this agreement, boycott Israel.
13. The Respondent acknowledges the following addendum:
Addenda _____ through _____

Complete the following:

Federal Employee Number (FEI No): _____

If Sole Owner:

SS No: _____

If a Corporation:

State of Incorporation: _____

Charter No: _____

Submitted By:

(Company Name)

(Authorized Signature)

(Printed Name)

(Printed Title)

(Date)

(Street Address)

(County, State, Zip Code)

(Telephone Number)

SECTION 6

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses should state the criterion at the beginning of the first page of each tabbed Section followed by a brief and concise response. Please reference each response by its criterion number indicated below.

1.0 CRITERION: *The Respondent's capability to perform the design-build services for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project, including Respondent's demonstrated capability and financial resources to perform the work within the time and budget projected:*

1.1 Legal name of the company: _____

Address of office that would be providing service:

Number of years in Business: _____

Type of Operation:

Individual: _____ Partnership: _____ Corporation: _____ Government: _____

Number of Employees: _____

Annual Construction Volume: _____

1.2 Provide a financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.

1.3 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

1.4 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the County.

- 1.5 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 1.6 Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any County employee? If yes, please explain.
- 1.7 What difficulties do you anticipate in serving the County and how do you plan to manage these? What assistance will you require from the County?
- 1.8 Provide details regarding any special services or product characteristics, other benefits offered, or advantages to the County in selecting your company.
- 1.9 A statement certifying that the Respondent is not in arrears in payment of any obligations to the County or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

2.0 *CRITERION: The qualifications and experience of the team members proposed to manage the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project for the County:*

- 2.1 Describe organization with clear lines of authority and communications.
- 2.2 Provide an organization chart depicting roles and responsibilities.
- 2.3 Name all key personnel who will be part of the design-build team for the Law Enforcement and Jail Renovation and Expansion Capital Improvements Projects and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company. Describe in detail the experience and expertise of each team member. (Note: Key personnel must be committed to the Law Enforcement and Jail Renovation and Expansion Capital Improvements Projects for its duration unless excused by the County.)
- 2.4 Applicant's Consultants: Name any consultants which are included as part of the proposed team. Describe each consultant's proposed role in the Law Enforcement and Jail Renovation and Expansion Capital Improvements Projects and their related experience. List projects on which your firm has previously worked with the consultant.
- 2.5 The County does not require a Respondent to have or establish an office in Rockwall. However, the County expects the successful Respondent and all members of the project team, to make a significant commitment to servicing the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project, regardless of their geographic proximity. Describe specifically the procedures the prime Respondent and each of the other listed team members will employ to ensure that the Law Enforcement and Jail Renovation and Expansion Capital Improvements Project and the County are thoroughly supported from the earliest planning stages through the completion of the warranty period. Identify which core project team members will work full time on the project site during

specific project phases. Include examples of how these procedures have been successfully employed on previous similar projects.

3.0 CRITERION: *The Respondent's demonstrated technical and management competence with design-build projects.*

- 3.1 Describe your firm's demonstrated technical competence and management qualifications for design-build projects.
- 3.2 Provide your communication plan and demonstrate how you will interface with the County, Owner's Representative, Architect and Consultants to enhance the planning, design and construction processes of the Project.
- 3.3 Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects. Provide examples of records, reports, monitoring systems and information management systems you have used on similar projects and that you propose to use on this Project.
- 3.4 Identify your personnel responsible for reviewing design and construction documents. Describe what methods you employ for coordination and distribution of design and construction documents during the design and construction phases to ensure quality control and to mitigate change orders.
- 3.5 Describe how your project team will engage the County within the project communication methods to obtain buy-in and approval at the appropriate phases.

4.0 CRITERION: *The Respondent's demonstrated experience with court and county government design/build projects.*

- 4.1 List a maximum of eight (8) projects for which your firm has provided or is providing design build services which are most related to the Law Enforcement and Jail Renovation and Expansion Capital Improvements Projects. In determining which projects are most relevant, consider:
 - A. Detention facilities
 - B. Courthouses, courtrooms and court related support spaces
 - C. County government offices
 - D. Municipal government offices
 - E. Campus type green field developments
 - F. Projects of similar size and complexity

List the projects in priority order, with the most relevant project listed first.

- 4.2 For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s), email addresses and the name(s) and telephone number(s) of the project architect(s) and engineer(s).

- 4.3 Identify the proposed team members who worked on these projects and briefly describe their role and responsibilities.

5.0 CRITERION: The Respondent's knowledge of current design or construction methods and technology: (Note: Do not limit your responses to these five specific questions. Provide information on your operational procedures that are beneficial and applicable to this project.)

- 5.1 Demonstrate the specific methods and techniques you intend to utilize to plan and schedule on-time delivery of this project; achieving the County's goals on time and on budget.
- 5.2 Demonstrate your approach for developing bid packages and the Guaranteed Maximum Price (GMP) proposals and describe specific advantages for the County.
- 5.3 Demonstrate your cost control system used on similar projects in the past, and describe your system and processes that will ensure that the executed GMP Proposals will be within the County's budget established for this Project.
- 5.4 Describe your company's quality assurance program. What are your company's protocols and procedures, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For a minimum of one of the projects listed in response to this Section 6, provide specific examples of how these techniques were used.
- 5.5 Describe your approach to value engineering and the services you offer to reduce the overall construction cost in order to meet the County's budget goals.

6.0 CRITERION: Innovative Methods or Technology:

- 6.1 Demonstrate innovative design or construction methods developed by your team that will be advantageous in the execution of this project.
- 6.2 Identify if any members of your team are involved in any research or education initiatives that provides resources beneficial to this project.

7.0 CRITERION: The quality of references from past customers of Respondent:

- 7.1 Provide a customer reference list of no less than three (3) organizations with which Respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past five (5) years. The reference list shall include company name, contact person, email address and telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).

8.0 CRITERION: The demonstrated ability of the Respondent to meet budgets and schedules on past projects:

- 8.1 Describe your plan for meeting or improving the County's proposed schedule for design and/or construction. If you propose to improve the schedule, describe your system for maintaining quality of services, materials or workmanship, and demonstrate its successful application on similar projects in the past.
- 8.2 Describe the way in which your firm develops and maintains project schedules. How and when do you update schedules?
- 8.3 Describe your company's cost control philosophy, how is it carried out, and how success in keeping this philosophy is measured. Describe the extent of your cost estimating services in terms of the development of the estimates, updating/validation throughout the preconstruction and construction phases and your overall accountability related to controlling project cost. Include specific examples of scheduling challenges, and how your firm helped solve them.

9.0 CRITERION: *The Respondent's safety record supported by accurate and verifiable data:*

- 9.1 Document your methodology, including any technology or other assets that you use, to successfully prevent and/or control reportable incidents and insurance claims and describe their application on this Project.
- 9.2 Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR).
- 9.3 Has your company, or any subcontractors under your control on a project, had a death or serious injury on a project site? If yes, provide additional information.