

Law Enforcement District of St. Mary Parish
in cooperation with
The St. Mary Parish Sheriff's Office
Franklin, Louisiana
October 16, 2024

Request for Qualification:
Pre-construction and Construction Management at Risk Services
For the
New Law Enforcement District/St. Mary Parish Sheriff's Office Central Substation and
Motor Pool

Represented by:
Sheriff Gary Driskell/ Chief Executive Officer

ADVERTISEMENT

Pursuant to La. R.S. 38:2225.2.4 F. (1)

Request for Qualifications Construction Management at Risk (CMAR)

PUBLIC NOTICE – Invitation for Construction Management at Risk (CMAR) Services for the Law Enforcement District of the Parish of St. Mary.

In this Request for Qualifications (RFQ), the Law Enforcement District of the Parish of St. Mary/St. Mary Parish Sheriff's Office is soliciting Statements of Qualifications (SOQ) from qualified Louisiana licensed commercial contractors interested in providing Construction Management at Risk (CMAR) Services for:

The Law Enforcement District of the Parish of St. Mary/St. Mary Parish Sheriff's Central Substation and Motor Pool Project.

An electronic file of the entire RFQ will be available at www.stmaryso.com on October 16, 2024. A hardcopy can be picked up, starting on the same date, at the St. Mary Parish Sheriff's Office, located on the fourth floor of the Courthouse, in Franklin, Louisiana.

All interested proposers must submit their original SOQ, six (6) copies, and a flash drive containing the SOQ and all requested information, in PDF format, to the RFQ coordinator at:

St. Mary Parish Sheriff's Office
Attention: Captain Bart Lange
500 Main Street, Fourth Floor
Franklin, La 70538

SOQ submissions for this project will be accepted until 4:00 PM on November 18, 2024.

SOQ submissions not received in the required format and quantity by the deadline date and time will be rejected. Additionally, failure to submit all the information stipulated in the RFQ shall result in the submission being considered nonresponsive and may result in the SOQ submission being rejected. Unless otherwise stated or required by the instructions, all attachments, and embellishments other than those required in the RFQ shall be excluded.

SOQ Proposers, their consultants, sub-consultants, or other parties representing the proposed team for this RFQ may not contact any member of the Law Enforcement District, St. Mary

Parish Sheriff's Office, CMAR Selection Committee Member, design engineer, design architect or design sub-consultant, except for the RFQ Coordinator, as identified in the RFQ, concerning this project from the date of this advertisement until after the date of selection. Should any contact be made with those individuals previously identified, the Proposer will be immediately disqualified.

The St. Mary Parish Sheriff's Office, and the CMAR Selection Committee, reserve the right to reject any or all timely submitted SOQs in response to this RFQ for cause.

Tentative Schedule of Events Date Time (CT)

1. RFQ Publicly Advertised (First Run): October 16, 2024
2. RFQ Publicly Advertised (2nd Run): October 23, 2024
3. End of RFQ questions: October 30, 2024
4. LEDPSM/SMP SO response to questions: November 6, 2024
5. Proposals/SOQ Due: No later than November 18, 2024, at 4:00 PM
6. Selection/Recommendation of Shortlisted announced: December 6, 2024
7. Shortlist Interviews: December 9-13, 2024
8. CMAR Selection Announcement Target Date: December 20, 2024
9. CMAR Contract Execution Target Date: January 10, 2025



Gary Driskell

LEDPSM CEO/ Sheriff

Request for Qualifications

Pre-construction and Construction Management at Risk Services

St. Mary Parish Sheriff's Office Central Substation and Motor Pool

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I. LANGUAGE

- A. Wherever the following abbreviations or acronyms are used in these contract documents, they are to be interpreted as follows:
1. **CMAR** - Construction Management at Risk, or CMAR Contractor

2. **CFC** – Contract for Construction
3. **GMP** - Guaranteed Maximum Price
4. **LEDSMP** – Law Enforcement District St. Mary Parish
5. **LOI** - Letter of Interest
6. **N/A** - Not Applicable
7. **NOI** - Notice of Intent
8. **NTP** - Notice to Proceed
9. **OSHA** - Occupational Safety and Health Administration
10. **PDT** – Project Development Team
11. **PM** - Project Manager
12. **RFQ** - Request for Qualifications
13. **SOQ** - Statement of Qualifications
14. **TBD** - To Be Determined

B. The definitions and terms listed below are intended to aid the reader. All other capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in this Contract.

1. **Agreement:** A contract between the Contractor and the LEDPSM.
2. **Change Order:** A legal adjustment to the Construction Services Contract. Change Orders, once approved, become part of the contract.
3. **CMAR Contractor:** A person, sole proprietorship, partnership, corporation, or other legal entity, properly licensed, bonded, and insured, who does one or both of the following:
 - a. Provides construction experience to LEDPSM or its Designer during the Preconstruction Phase regarding the constructability of the Project.
 - b. May contract with LEDPSM to assume the risk of constructing the Project for a GMP, without re-procurement.
4. **CMAR Process:** A delivery method by which the LEDPSM uses a Designer, who is engaged by the LEDPSM for professional predesign or design services, or both. The LEDPSM contracts with a CMAR Contractor to engage in the Preconstruction Phase and provide construction services to build the project.
5. **CMAR Project Team:** Representatives from the CMAR Contractor, Designer, Independent Cost Estimator, Project Manager, Project Engineer, and delegates of the St. Mary Parish Sheriff who are responsible for the successful completion of a Project's final design and construction.
6. **Construction Services Contract:** includes the GMP, GMP Record Documentation, any addenda, contract agreement and contract bonds, certificates of insurance, standard specifications, special provisions, project plans, standard drawings, documents incorporated by reference, and any Change Orders that are required to complete the construction acceptably, including authorized time extensions, all of which constitute one instrument.

7. **Contractor:** A Proposer who contracts with the LEDPSM.
8. **Design professional:** means an engineer, architect, or landscape architect who has secured a professional license from a Louisiana registration board as required by state law and who is selected by an owner by state law.
9. **Discussions:** For this RFQ, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFQ.
10. **Final Acceptance:** The date when, in the opinion of LEDPSM, all substantial completion inspection punch-list items have been addressed and the work is complete by the Contract Documents.
11. **Guaranteed Maximum Price (GMP):** The total itemized dollar amount negotiated between the CMAR Contractor and the LEDPSM for constructing the Project or portions thereof. The CMAR Contractor agrees to construct the Project for this amount or less. It includes direct construction costs, agreed allowances, indirect costs, and margins.
12. **Notice of Intent (NOD)** inviting prospective proposers to obtain an RFQ and submit a **Letter of Interest (LOI)**. The Advertisement includes a brief description of the work proposed to be the subject of the procurement with an announcement of where the RFQ may be obtained and the terms and conditions under which LOIs will be received.
13. **May:** The term “may” denotes an advisory or permissible action.
14. **Must:** The term “must” denotes mandatory requirements.
15. **Notice of Award:** A written notice given by the Contract Engineer to the CMAR Contractor stating that its GMP has been accepted by the LEDPSM.
16. **Notice to Proceed (NTP):** A written authorization from LEDPSM to the consultant/contractor to start work on a contract (or any unit or element of the contract). Specific tasks delineated in the contract may be performed after the Construction Services Contract has been signed.
17. **Owner:** means a "public entity" as defined in R.S. 38:2211
18. **Payment Bond:** The agreement by which the Surety assures LEDPSM that suppliers of labor, material, and rental equipment to the Project will be paid by the CMAR Contractor. The Payment Bond shall be in a sum equal to 100% of the GMP.
19. **Performance Bond:** The agreement by which the Surety assures LEDPSM that this construction Contract between LEDPSM and CMAR Contractor will be performed. The Performance Bond shall be in a sum equal to 100% of the GMP.
20. **Preconstruction Phase:** The first phase of the project is when the CMAR Contractor performs the activities under the Preconstruction Services Contract.
21. **Preconstruction Services Contract:** A written agreement between LEDPSM and the CMAR Contractor setting forth the obligation of the parties for the Preconstruction Phase.

22. **Preconstruction Services Fee Breakdown:** The CMAR Contractor's specific fee breakdown for performing the advisory role and constructability review is defined in the RFQ and specified in the CMAR Contractor Solicitation. This fee breakdown facilitates the LEDPSM's administration of the preconstruction services. The fee breakdown is independent of the GMP and will not be utilized as a factor in the CMAR selection process. The maximum compensation for preconstruction services is advertised in the RFQ and outlined in the Preconstruction Services Contract.
23. **Project:** The total design and construction of the Central Substation and Motor Pool, including preconstruction services and construction.
24. **Project Schedule:** Critical Path Method (CPM), a graphical and tabular listing of all tasks and submittals that are required by each member of the Project Team to complete the project. The project schedule includes all preconstruction and construction submittals with milestones.
25. **Project Scope:** The description of the Work to be performed during preconstruction services and, as later described through the project plans and specifications, to construct the project as contained in the Construction Services Contract.
26. **Proposer:** Person or entity responding to this RFQ.
27. **Qualifications-Based Selection (QBS):** A competitive contract procurement process whereby consulting firms submit qualifications to the procuring entity (LEDPSM) that evaluates and selects the most qualified firm. Under the QBS process, the cost of the work (price) is not considered when making the initial selection of the most qualified provider of the services required.
28. **Request for Qualifications (RFQ) Package:** Document published by the LEDPSM that contains the advertisement, the CMAR Contractor RFQ, the CMAR Contractor's scope of work, submittal criteria for the Project, procurement grading criteria, scoring methodology, total fees and compensation for preconstruction services, the project scope of work, general requirements, technical specifications, the designer's scope of work, and any forms, drawings and other supporting documents necessary to prepare a proposal for construction of the project.
29. **Selection Review Committee:** The committee appointed by the Sheriff, consistent with state law, to review the SOQs, score the proposers, and recommend an award to a CMAR Contractor.
30. **Shall:** The term "shall" means mandatory requirements.
31. **Should:** The term "should" denotes a desirable action.
32. **Site or Jobsite:** The location(s) where construction activities are performed, including the limits of construction identified in the Construction Documents and associated temporary facilities. Statement of Qualifications (SOQ): The response to the RFQs from a potential CMAR Contractor. The SOQ contains information about firm capabilities, key personnel, previous experience, project understanding/approach, planned involvement of subs, and safety.

33. **Substantial Completion:** The construction services for the Work (or a specified part thereof) have progressed to the point where, in the opinion of the Sheriff, as evidenced by a Certificate of Substantial Completion, such construction services are sufficiently complete by the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; without any outstanding concurrent Work at the Site, except as may be required to complete or correct Punch List items.
34. **Surety:** A company that undertakes the obligations under the Payment Bond, Performance Bond, and/or the Retainage Bond.
35. **Work:** All work conducted by CMAR Contractor or subcontractor under, and to the extent required by, the terms of this Contract and all Project Agreements, including without limitation, engineering and design, procurement, manufacture, construction and erection, installation, training, and testing operation concerning the Project to be performed by CMAR Contractor, and all other services, equipment and materials necessary for the CMAR Contractor to the requirements in this contract, if any, and Final Acceptance by the Agreement. Work also includes, but is not limited to:
- a. All or portions of the project, including without limitation, labor, materials, equipment, services, and any other items to be used by CMAR Contractor or its subcontractors or vendors in the prosecution of this Agreement, wherever the same are being engineered, designed, procured, manufactured, delivered, constructed, installed, trained, erected, tested, started-up or operated during start-up and testing and whether the same are on or off the Jobsite.
36. All other terms shall have the meanings as provided for in R.S. 38:2211.

II. AUTHORITY

- A. Pursuant to Louisiana R.S. 38:2225.2.4, the Louisiana Legislature has authorized Sheriff Gary Driskell, Chief Executive Officer of the LEDSMP, and the elected head of the St. Mary Parish Sheriff's Office, to use the Construction Management at Risk (CMAR) project delivery method as specified for public works projects.

III. CONFLICT OF INTEREST STATEMENT

- A. To avoid any conflicts of interest, it is the policy of the LEDSMP and SMP that no direct or indirect purchases of any goods or services will be made by employees.
- B. Accordingly, if you have received this bid or quote package and if you are an employee of the St. Mary Parish Sheriff's Office, and/or if any member of your company is a St. Mary Parish Sheriff's Office employee, please do not submit a bid or quote for this project, or any goods or services directly related to the project. We cannot and will not accept any bids or quotes that violate this section.

- C. This document constitutes official notification of the LEDSMP/St. Mary Parish Sheriff's Office's conflict of interest policy establishes the requirement that the individual or company in receipt of this request for bid or quote is solely responsible for notifying the St. Mary Parish Sheriff's Office that a conflict of interest exists.
- D. Any party submitting an RFQ will be mandated to complete an affidavit under L.A.R.S. 38:2224, as well as an ethics provision for professional and essential service contracts (see form *LEDPSM-SMPSO-CMAR-01*).

IV. INTRODUCTION

- A. The St. Mary Parish Sheriff's Office in this Request for Qualifications (RFQ) is soliciting Statements of Qualifications (SOQ) from highly qualified Louisiana licensed commercial contractors for Construction Manager at Risk (CMAR) preconstruction phase and construction phase services for the construction of the new St. Mary Parish Sheriff's Office Central Substation and Motor Pool project.
- B. The Law Enforcement District of St. Mary, in conjunction with the St. Mary Parish Sheriff's Office (herein defined as "SMPSO," "LEDPSM" or "Owner"), intends to design and construct the LEDPSM/SMPSO's Central Substation and Motor Pool (herein defined as "CSSMP" or "Project") using the Construction Management at Risk Project delivery method following Louisiana Revised Statute 38:2225.2.4.
- C. The LEDPSM's objective in issuing this RFQ is for the construction of two buildings on land situated at 8900 Hwy 90 W. Frontage Road, Centerville, Louisiana, currently owned by the LEDPSM and used jointly with the SMPSO through a cooperative endeavor agreement.
- D. The Project involves the building of the new central substation office complex (see Exhibit 1) and a new fleet motor pool (see Exhibit 2). The area in which both buildings will be situated is on a 10-acre tract of land (see Exhibit 3). The site was previously used for agriculture, particularly sugar cane, and is now cleared.
- E. The Central Substation will have multiple offices, bathrooms, and meeting areas, as well as a formal entryway, and reception area (see Exhibit 1).
- F. The Motor Pool will have multiple bays for servicing departmental vehicles and office space for staff to include work areas, bathrooms, and a break area (see Exhibit 2). The entire property will be encircled with at least an 8' security fence. The continued operation of the facility in the case of emergency will be critical so alternative power source (generator) build-up and infrastructure to support a radio tower is essential.
- G. The LEDPSM intends to hire a qualified Louisiana-licensed commercial contractor familiar with the CMAR delivery method to provide Pre-Construction consulting services and to provide construction phase services including guaranteeing the maximum cost of construction through a Guaranteed Maximum Price (GMP) contract. This latter service

will be through separate contracts exercised by the LEDPSM/SMPSO later if a GMP is successfully negotiated on any or all components.

H. Selection of the CMAR Contractor will be a “best value” selection primarily based on the Evaluation and Scoring addressed in Section XVIII., *“Evaluation and Scoring of Proposal.”*

I. Due to the size and complexity of the Project, along with the interface necessary with a diverse set of Project stakeholders, both internal and external, LEDPSM/SMPSO seeks a highly qualified Louisiana-licensed commercial contractor familiar with the CMAR delivery method to collaborate with during the Pre-Construction Phase and to coordinate the day-to-day facilitation, communication, management, and delivery of the construction of this project as described in this RFQ.

J. In compliance with Louisiana Revised Statute 38:2225.2.4, the Sheriff, in his role as the Chief Executive Officer of the LEDPSM and the head of SMPSO, has decided to utilize the CMAR delivery method, which will benefit the LEDPSM/SMPSO, the Parish of St. Mary, and the public interest. This is based on the project goals, of which, staying within the construction project budget and minimizing the duration of the construction schedule is a priority.

K. Background/Purpose The purpose of this RFQ is to obtain proposals from qualified Proposers having specific experience in commercial building projects, like those identified in the RFQ.

V. THE CMAR METHOD AND LEDPSM/SMPSO GOALS

1. The Sheriff and CEO believe that utilizing the CMAR method for public projects will assist the department in the following categories:

- a. Budget
 1. To stay within the \$6.5 million authorized construction project budget.
- b. Schedule
 1. To maintain the construction schedule of approximately 16 months to achieve substantial completion, taking factors such as inclement weather, material delivery, and construction phasing coordination into account.
- c. Experience
 1. The Project requires considerable experience in public complex construction, earthwork, security, site hardening, and pavement work. In addition, Louisiana-licensed specialty subcontractors may be required for work related to strengthening the existing soil and improving compaction.
 2. The project entails complex planning and coordination between multiple trades, with two projects being completed in the same location.
 3. The office and motor pool are unique in that they will be utilized as a public safety office. Therefore, this project must be planned and constructed with the goal of continued operational capabilities during times of disaster.

- a. This includes site and building preparation for large generators, a radio tower, and bulk fuel storage.
- d. Communication
 - 1. Having the CMAR contractor and specialty subcontractors collaborate with the design team will provide the opportunity to stay within budget, apply value engineering, eliminate design disputes, and control costs.
- e. Availability of a Risk Matrix.
 - 1. The St Mary Parish Sheriff's Office may develop a risk matrix and make it available to the design team and the selected CMAR contractor. All construction work is subject to the conditions of the permits issued for the project.
- f. Scope of Project
 - 1. The size and complexity of this project require a Louisiana-licensed contractor in the class of heavy construction and/or public complex construction.

VI. EXPECTATION OF CMAR EXPERTISE

- A. It is envisioned that the ideal preconstruction and construction services in the submitted SOQ will offer expertise in the following services as a minimum:
 - 1. Validate the conceptual design options prepared by Angelle Architects.
 - 2. Aid the Owner and the Angelle Architect team during the design process.
 - 3. Participate in design reviews at various milestones.
 - 4. Participate in constructability reviews at various milestones.
 - 5. Submit an opinion of probable project construction cost initially and before the design is 60% complete and again before the design is 90% complete.
 - 6. Submit a value engineering analysis as needed during the project.
 - 7. Submit a cost risk analysis.
 - 8. Submit a subcontractor bid package, if required.
 - 9. Submit a life cycle cost analysis, if required.
 - 10. Submit a construction phasing plan.
 - 11. Submit a construction Project schedule.
 - 12. Participate in the review of the Risk Matrix and mitigation strategies.

VII. THE CMAR PROJECT TEAM

- A. LEDPSM/Owner Representative
 - 1. The LEDPSM CEO/Sheriff will have a primary representative for the Project who will provide oversight and will assist in all matters of Project coordination and decision-making.
- B. Design Team
 - 1. The design team is led by Angelle Architects, LLC, and has been selected by the Sheriff as the Design Professionals for the Project. They have completed the project schematic designs in Attachment 1 and 2.

2. Please note that proposers are to have no communication with ANY member of the Design Team regarding this RFQ solicitation and selection process.
- C. Civil Engineer
 - D. Landscape Architect
 - E. Architect
 1. The Architect has been selected.
 - F. Electrical Engineer
 - G. CMAR Contractor
 1. The Sheriff/CEO desires that the CMAR Contractor present a team dedicated to diversity in both its team and subcontracting members.
 2. The Sheriff/CEO wants the CMAR Contractor, and their team to become integral members of the existing Project delivery team and be actively involved in all aspects of the process related to the design, bidding, award, construction, and occupancy of the Project.
 3. The Sheriff/CEO expects the CMAR Contractor to exercise their duties as required and as generally defined in this RFQ and to fully cooperate and maintain a high degree of professionalism with the entire Project Delivery Team.

VIII. CMAR CONTRACTOR RESPONSIBILITIES

- A. The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether they produce or provide them or if by a subcontractor.
- B. Use of Subcontractors
 1. Proposers may enter subcontractor arrangements.
 2. Proposers may submit a proposal in response to this RFQ, which identifies subcontract(s) with others, provided that the CMAR Contractor acknowledges total responsibility for the entire contract.
 3. If it becomes necessary for the CMAR Contractor to use subcontractors, the LEDPSM/SMPSO urges the CMAR Contractor to use Louisiana vendors, including small and emerging businesses, small entrepreneurship, or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical.
 4. In all events, any subcontractor used by the CMAR Contractor should be identified to the LEDPSM/SMPSO.
 5. Information required of the CMAR Contractor under the terms of this RFQ is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The CMAR Contractor shall assume total responsibility for compliance.
- C. Acceptance of Proposal Content
 1. The mandatory RFQ requirements shall become contractual obligations if a contract ensues. The failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

D. Taxes

1. Any taxes, other than state and local sales and use taxes from which the LEDPSM/SMPSO is exempt, shall be assumed to be included within the Proposer's cost.

IX. PROCESS OVERVIEW

- A. Qualified interested parties shall submit a Statement of Qualifications (SOQ) in response to this Request for Qualifications (RFQ).
- B. A Selection Review Committee (SRC), organized by the CEO/Sheriff, as defined in Louisiana Revised Statute 38:2225.2.4 B. (5), will evaluate and score qualified SOQs received in response to this RFQ. Oral interviews, by invitation based on SOQ evaluation scoring, may follow the proposal evaluation process.
- C. Within approximately 90 days after the deadline for responses to the RFQ, the SRC will make a written recommendation to the CEO/Sheriff as to which proposer should be awarded the contract.
- D. Based upon recommendation by the SRC, the CEO/Sheriff will have the final decision as to one Proposer to be contracted as the CMAR Contractor for preconstruction and construction phase services as defined herein. The successful Proposer will join the existing Project delivery team.
- E. The Design Team, in consultation and collaboration with the CMAR Contractor, shall proceed with design services.
- F. Preconstruction phase services performed by the CMAR Contractor include tabulation and submission of a Guaranteed Maximum Price (GMP), and proposal addressing final Project cost, scope, and schedule.
 1. Additionally, the CMAR Contractor shall provide advice, estimating support, constructability analysis, scheduling support, site coordination, bid trade strategy, construction strategy, provision of a control estimate, work to support Advance Construction Activities (ACA), and other services.
- G. The CMAR Contractor shall provide a detailed cost estimate to the Sheriff or designee upon request at various phases of design. The CMAR Contractor shall provide to the Sheriff a GMP for construction of the Project, before or upon completion of the final design.
- H. If the Sheriff and CMAR Contractor can negotiate and agree upon a Project GMP, as well as the construction phasing, Project sequencing, and the maximum number of contract days to complete the Project, the Sheriff may then award the contract for construction services to the CMAR Contractor.
- I. If the Sheriff and the CMAR Contractor are not able to agree upon the Project GMP and corresponding construction contract components, then the Project shall be re-advertised and publicly bid utilizing the design-bid-build delivery method.

1. In this case, the CMAR contractor originally selected will be prohibited from bidding on the Project.

J. Re-advertising for any single Project may in itself constitute termination of the CMAR contract for the remainder of the Program.

X. DESIRED MINIMUM QUALIFICATIONS OF A PROPOSER

**Note* (All interested parties will be registered as a Proposer by the St. Mary Parish Sheriff's Office upon request of RFQ documents)*

A. Proposers must be able to document compliance with the following minimum qualifications to be considered for this Project:

1. The CMAR general contractor must have a minimum of ten (10) years of experience as a licensed commercial General Contractor.
2. The CMAR General Contractor, or through its sub-contractors, must provide a minimum of five (5) projects that have similar elements of work as this project entails.
 - a. Preference may be given to a contractor having past project experience in size, scale, and complexity of a public safety building or project comparable in scope.
3. It is preferable that the CMAR General Contractor, or through a major sub-contractor, have experience working and/or managing a CMAR project either through publicly owned or privately owned projects.
 - a. The CMAR Contractor should know the general intent of a CMAR process as outlined in Louisiana RS 38:2225.2.4 in providing both preconstruction and construction phase services.
4. The CMAR Contractor, or through sub-contractors, shall certify they are a licensed commercial General Contractor in the following categories:
 - a. Building Construction
 - b. Highway, Street, and Bridge Construction
 - c. Municipal and Public Works Construction
 - d. Public Safety Complexes/ Secure Sites (this is optional and will be considered as added value)
5. Proposer shall provide evidence of their capacity to procure payment and performance bonds, and insurance required for an estimated \$6.5 Million in constructed value.
6. Although not mandatory, it is desirable that Proposers are in or have a project manager positioned within St. Mary Parish providing established construction services.

XI. EXPECTED CMAR CONTRACTOR SERVICES

A. Preconstruction Phase Scope of Work Services

1. The successful Proposer will join the existing Project delivery team and fulfill the duties of the CMAR Contractor.
2. If the Sheriff/Designee and the CMAR Contractor negotiate and agree to a Guaranteed Maximum Price (GMP) for all construction within the scope of work, as well as agree to the construction phasing, the sequence of construction, and the construction schedule, then the Sheriff and the CMAR Contractor will enter into a construction contract to perform the work as per the terms of the agreement.
3. The Sheriff will enter a direct contract with the selected CMAR Contractor for pre-construction services as listed in letters (a through i) below.
 - a. The CMAR Contractor shall give aid and feedback to the Design Team and the Sheriff during the design process.
 - b. The CMAR Contractor shall attend and participate in collaborative design and constructability review meetings at various milestones with the design team and the Sheriff.
 - c. The CMAR Contractor shall actively contribute by reviewing the documents in progress and making recommendations related to materials, systems, construction methods, and value with the intent of meeting the schedule, budget, quality, and functional goals of the Sheriff.
 - d. The CMAR Contractor shall prepare and submit multiple detailed construction cost estimates (initially, before the design is 60% complete and before the design is 90% complete) in an easily understandable format with quantity calculations, unit prices, and extensions wherever possible.
 - e. The CMAR Contractor shall attend, participate, and collaborate in a risk management and mitigation strategies session to identify all risks associated with meeting the Project budget, quality, and schedule goals.
 1. The CMAR Contractor shall work with the design team and the Sheriff to construct and submit a *Risk Register* and to identify means of avoiding or mitigating all known risks.
 - f. The CMAR Contractor shall attend, participate, and collaborate in a *Value Engineering Session* to identify alternative "best value" materials, systems, and methods to be used in the final design.
 - g. The CMAR Contractor shall work with the design team and the Sheriff to construct and submit a value engineering analysis if requested during the project.
 - h. The CMAR Contractor shall conduct a thorough *Constructability Review* of the construction documents at both the **60%** and the **90%** design milestone of each program element and prepare a list of recommended revisions and clarifications to eliminate ambiguities, conflicts, and incomplete information on the construction documents.

- i. The CMAR Contractor shall submit a subcontractor bid package, if required, and submit a construction Project schedule.
- B. CMAR Construction Phase Scope Services
 1. Should the Sheriff accept a GMP proposal from the CMAR Contractor, the contract will be amended to authorize the CMAR Contractor to perform construction phase services.
 2. The duties of the CMAR Contractor and general scope of work for the construction phase will be defined in the Contract for Construction (CFC) between the Owner and the CMAR Contractor where the basis of payment is the cost of the work plus a fee subject to compliance with the project specifications and general conditions of the CFC.
- C. Other Services
 1. The CMAR Contractor may be asked to perform other duties or provide other services related to the scope of this project, subject to mutual agreement regarding the exact scope, schedule, costs, and fees.

XII. PREQUALIFICATION AND SUBCONTRACTORS

- A. The Sheriff desires to implement a process for prequalification and competitive bidding for subcontractors after the selection of the CMAR Contractor but before the issuance of the Construction Services Contract (CSC).
 1. As part of preconstruction phase services, the CMAR Contractor shall implement a structured, qualifications-based process for prequalification, selection, and/or confirmation of Key Subcontractors.
 2. The key subcontractor prequalification, selection, and/or confirmation process is anticipated to involve the entire PDT to determine a qualifications-based selection method that will:
 - a. Encourage participation of qualified local firms (defined as any firm headquartered in the State of Louisiana and active in St. Mary Parish).
 - b. Promote and mentor opportunities for disadvantaged and small business enterprises.
 - c. Consider all criteria outlined in this RFQ.
 - d. Ensure alignment with relevant sections of the proposed contract and its general conditions.

XIII. SCHEDULE

- A. Work to Support an Advanced Construction Start
 1. Pursuant to Louisiana Revised Statute 38:2225.2.4 G. (5), the Sheriff may authorize the CMAR Contractor to undertake specific items of construction services, including

procurement of long-lead items, before an agreement upon a GMP for the benefit of the Project.

B. Project Schedule Requirements

1. As part of preconstruction and construction phase services, the CMAR shall develop and maintain a project schedule for the project.
2. The LEDPSM/SMPSO has a target completion schedule of approximately 16 months from the beginning of construction.
3. The schedule shall cover all phases of the project from the commencement of design to the end of the warranty period and be updated at intervals appropriate to the stage of the project.
4. Schedule updates are to be submitted for review and approval by the Architect and Sheriff or designee.

XIV. CONFIDENTIALITY

A. Confidential Information, Trade Secrets, and Proprietary Information

1. All financial, statistical, personal, technical, and other data and information relating to the Sheriff's operations, which are designated confidential by the Sheriff and made available to the contractor to carry out the contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as apply to the St. Mary Parish Sheriff's Office members.
2. Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Sheriff or designee.
3. Only information that is legitimate site security or non-public information shall be deemed confidential.
4. Any material within a proposal identified as such must be marked in the proposal and will be handled following the Louisiana Public Records Act, R.S. 44: 1-44, and applicable rules and regulations.
5. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

XV. INSURANCE

A. Insurance requirements and expectations of the proposers:

1. The Proposer shall comply with all insurance requirements of the LEDPSM/SMPSO, as identified in attachment *LEDPSM-SMPSO-CMAR-5*.
2. The CMAR Contractor shall furnish the LEDPSM with certificates of insurance affecting coverage(s) required by the RFQ (see attachment LEDPSM-SMPSO-CMAR-5).

3. The LEDPSM/SMPSO has the right, but not the duty, to approve all insurance policies before the commencing of any work.
4. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
5. The certificates are to be received and approved by the LEDPSM/SMPSO before work commences.
6. The LEDPSM/SMPSO reserves the right to require complete certified copies of all required policies, at any time.

B. Subcontractor Insurance

1. The CMAR Contractor shall include all subcontractors as insured under its policies or shall ensure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

XVI. COMPENSATION AND GMP

A. CMAR Contractor General Compensation

1. The Sheriff will enter into a direct contract with the selected CMAR Contractor for preconstruction and construction services.
2. If the Sheriff and the CMAR contractor negotiate and agree to a GMP for all construction within the scope of work, as well as agree to the construction phasing, the sequence of construction, construction fee, and the construction schedule, then the Sheriff and the CMAR contractor will enter into a construction contract to perform the work as per the terms of the agreement.
3. If the Sheriff and a CMAR Contractor are unable to negotiate GMP and/or an agreement of the above terms to build the Project, then the Project shall be publicly advertised and bid following Louisiana Public Law, and the CMAR contractor will be prohibited from bidding on the Project.
4. The LEDPSM/SMPSO will pay the CMAR Contractor for preconstruction services utilizing all-inclusive, negotiated, reasonable, and customary hourly rates for the professional personnel working under the preconstruction services contract, not to exceed \$30,000.00.
5. The CMAR Contractor shall submit monthly invoices based on the percentage of completion.
6. Payment will be made by the LEDPSM/SMPSO on a "net 30" basis upon receipt of invoices.
7. Any subcontractors working for the CMAR Contractor under the construction services contract should do likewise and invoice the CMAR Contractor directly.
8. The LEDPSM/SMPSO will issue payment only to the CMAR Contractor.
9. The CMAR Contractor is responsible for paying their subcontractors.

B. Compensation for Preconstruction Phase Services

1. The program has completed the *Schematic Design Phase (SDP)* and represents the 30% design level.
 2. Currently, the LEDPSM/SMP SO is poised to publish this RFQ as it enters the CMAR Contractor selection phase.
 3. Upon selection of the CMAR Contractor, all elements of the program will continue advancing together through the *Design Development phase (DDP)*, progressing to the 60% design level.
 4. Following that, the *Preconstruction Phase (PP)* will continue to 100% completion of the Design Construction Documents.
 5. The LEDPSM/SMP SO will compensate the CMAR Contractor up to \$30,000.00 for labor and expenses for the satisfactory completion of the preconstruction phase services as defined herein.
- C. Compensation for Construction Phase Services
1. If released to perform construction phase services, the LEDPSM/SMP SO will compensate the CMAR Contractor an agreed upon and approved construction management fee for satisfactory completion of the construction phase services.
 2. The proposed construction fee is to be calculated as a fixed percentage added to the cost of the work and included as a separately identified component of the GMP proposal.

XVII. SOQ SUBMITTAL INFORMATION

A. Submittal

1. SOQs may be submitted electronically via email to blange@stmaryso.com.
2. SOQs may be delivered in person or mailed to:

St. Mary Parish Sheriff's Office

Attention: Captain Bart Lange

500 Main Street, 4th Floor,

Franklin, Louisiana, 70538

3. SOQs must be received by 4:00 p.m. CST, November 18, 2024.
4. Any delivery to the SMP SO's Office of a USB containing the .pdf file shall be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, and addressed to Captain Bart Lange before the above deadline.
5. Each SOQ shall have clear and concise information relative to this RFQ.
6. Each SOQ will be evaluated.
7. This is not a public call for bids, therefore, there shall be no public opening of SOQs.

8. All documents provided to the LEDPSM/SMPSO shall become the property of the LEDPSM/SMPSO and will not be returned to the submitter.
 9. The scheduled dates are tentative and subject to change:
- B. Required Content of SOQ
1. Proposals submitted for consideration should follow the format and order of presentation described below:
 - a. Cover Letter
 1. The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of the Proposer's ability to perform the services described in the RFQ and confirm that the Proposer is willing to perform those services and enter a contract with the LEDPSM/SMPSO.
 2. It should also provide the following identifying information for the proposer:
 - a. Identify the submitting Proposer and provide their federal tax identification number.
 - b. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer.
 - c. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
 3. Please indicate in the Cover Letter which of the following applies to the signer of this proposal:
 - a. The signer of the proposal is either a *corporate officer* who is listed on the most current annual report on file with the secretary of state or a *member of a partnership* as reflected in the most current record on file with the secretary of state.
 1. A copy of the annual report or partnership record must be submitted to St. Mary Parish before the contract award.
 - b. The signer of the proposal is a *representative* of the Proposer authorized to submit this proposal as evidenced by documents such as corporate resolution, certification as to corporate principal, etc.
 1. If this applies, a copy of the resolution, certification, or other supportive documents must be submitted to the LEDPSM/SMPSO before the contract award.
 - b. Table of Contents
 1. The proposal should be organized in the order contained herein, showing clear identification of the material in the proposal by section and by page number.
 - c. Executive Summary
 1. Provide a summary of the SOQ's contents, emphasizing any unique aspects or strengths of the SOQ. The Executive Summary should be limited to two (2) pages.

- d. Business Organization and History
 - 1. Provide a narrative on the history of the firm including years in business.
Explain the size of your firm (total number of employees divided into full-time and part-time), including office locations and the legal structure.
- e. Litigation History
 - 1. A statement that the Proposer (and its project team) identify and summarize all lawsuits, arbitration proceedings, claims, pending investigations, liquidated damages paid, and liens filed that the Proposer was a party to that they are currently involved or previously involved and/or filed within the last ten (10) years.
 - 2. The summary should include the name of the public entity, approximate date of the claim, State and Parish or County in which the dispute arose, the nature of the dispute, the result of any litigation or claim dispute, and the caption and suit number of any litigation.
 - 3. If no such litigation exists, the Proposer should so state.
 - 4. Disclosure of litigation will not automatically disqualify the Proposer; however, the LEDPSM/SMPSO reserves the right to evaluate proposals based on facts surrounding such litigation or arbitration.
- f. Conflicts of Interests
 - 1. Disclose any financial or legal conflicts of interest, whether existing or potential, which may affect Proposer's performance of services required under the agreement if Proposer is selected as CMAR Contractor.
- g. Organizational Structure
 - 1. Proposer should identify the type of business entity and provide any pertinent information about the Organizational Structure:
 - a. If the Proposer is a corporation, a general or limited partnership.
 - b. Date of formation.
 - c. Place of formation and principal place of business.
 - d. Officers, Directors, Partners, Principals (include position, address, and telephone number).
- h. Qualifications
 - 1. Proposers should clearly describe their ability to exceed the qualifications described in the Minimum Qualification of Proposer in Section of this RFQ.
- i. Unique Capabilities
 - 1. Proposers should summarize any unique capabilities and/or resources that distinguish Proposer regarding this assignment.
 - 2. Identify any professional connections to the community and how those connections enable the Proposer to understand and address the unique aspects of this Project.

3. It is of added value for the Proposer to understand and address the Project itself in terms of construction approach, controlling cost, dealing with fluctuating material costs, and any other items that may be of interest to the review committee relative to this Project.
- j. Corporate Licenses:
 1. Proposer should provide Corporate Licenses to certify that the entity signing any contract emanating from this RFQ is a duly licensed General Contractor in the Building Construction classification in Louisiana. Proposers should also provide a Louisiana-licensed contractor number and classification of contractor license.
- k. Management Approach and Items to Negotiate
 1. It is anticipated that the Project will have multiple construction objectives being accomplished in orderly phases, because of the nature of the project's size and complexity.
 2. The Proposer should provide a detailed narrative of the management approach that will be used for the Project.
 3. The Proposer should identify any unique experience, qualifications, tools, techniques, and approaches that will best achieve the Project's objectives.
 4. The proposer shall explain why and how it is industry-leading in these areas. Include the following:
 - a. Design Professional ("Engineer" and "Architect") Coordination:
 1. The Design Team will provide both design and construction administration services including review of submittals, responding to requests for information, and conducting periodic site visits to ensure compliance with design requirements.
 2. The Design Team will provide daily project construction inspections.
 3. Please provide a narrative explanation of your proposed management approach and interaction with the Design Team during pre-construction and construction of the Project.
 - a. Describe how the Proposer will perform design reviews and coordination of phasing/scheduling considerations with the Design Team to identify separate packages of work based on funding availability and to maximize small business participation.
- l. Quality Assurance:
 1. Provide details on the type of ongoing program in place for quality assurance.
 2. Describe the in-house capabilities as related to construction quality management, as well as the systems and protocols to ensure compliance with that program.
- m. Pre-Construction Phase Approach:

1. A narrative explaining how the Proposer will use its management team to perform the pre-construction services.
 2. Describe the Proposer's experience performing similar pre-construction services by using specific examples involving the staff proposed for this Project.
- n. Contractor Management Approach:
1. A narrative description of your proposed management approach for this Project, including the proposed project management tools and practices employed to ensure cost control, risk mitigation, quality control, and schedule management on a phased project, administration of the CMAR Contractor's Contingency and reconciliation of each GMP upon completion of the GMP work.
- o. Procurement of Subcontractors:
1. Describe the Proposer's approach to the procurement of subcontractors, including stimulation of bidder interest, community outreach, public advertisement, prequalification, and competitive bidding processes.
 2. Identify the technology used, if applicable.
 3. If applicable, Proposer to include items to negotiate on the Construction Contract.
- p. Contract:
1. The Owner intends to contract with the selected CMAR Contractor using Document AIA 133-2019, also known as the Standard Form of Agreement between Owner and Construction Manager as Constructor where the basis of payment is the cost of the work plus a fee with a guaranteed maximum.
 2. Should the proposer not accept the agreement language as presented, they must list each specific article that is objectional and propose substitute language.
 3. These items shall be on a page separate from the rest of this section and do not count toward the page total.
- q. Previous Experience:
1. Experience on Similar Projects and Five (5) Reference Projects
 - a. Describe no more than five (5) projects that demonstrate the Proposer's experience and capabilities that the Proposer has completed within the past ten (10) years.
 - b. Added value will be considered for projects having a similar size, scale, and complexity to this Project, as a CMAR Contractor for both Preconstruction and Construction Phase services.
 - c. Project descriptions must include:
 1. Scope and value of all change orders and/or changes to original GMP.

2. Identify the cause of change (Owner scope change, field conditions, etc.)
3. Project Owner, the individual with direct day-to-day management of the Project, including current contact information (name, title, email address, and telephone number).
4. Professional of Record, which is the individual(s) with whom the Proposer interacted regularly both during the preconstruction phase and during the construction phase, including current contact information (name, title, email address, and telephone number).
5. Program Managers with whom the Proposer interacted regularly both during the preconstruction phase and during the construction phase, Personnel who worked on the Project who are being proposed for this Project
6. A Matrix of Projects and Key Personnel to demonstrate when the Key Personnel have worked together on other Projects of similar scope and scale; and any awards, recognition, or communications related to the Project.

r. Preconstruction Organization Chart, Construction Organization Chart, and Key Personnel Resumes:

1. Proposer shall submit a detailed organizational chart identifying the individuals whom the Proposer proposes to perform the services required under the Agreement.
2. Proposer shall submit a summary description of the Preconstruction Management Team.
 - a. Include summary descriptions of key team members and how they have worked together in the past and plan to work together on this Project to create value for the LEDPSM.
3. Proposer shall submit Key Personnel Resumes for each person identified as Key Personnel by the Proposer.
 - a. The following information should be provided in resume format (1 page maximum per person).
 1. Name and title
 2. Tenure with Proposer
 3. Current geographic location
 4. Proposed project responsibilities and roles
 5. Educational background
 6. Professional registrations and memberships
 7. Years of relevant experience
 8. Relevant Project experience and Experience/role on projects cited under Section XVII(B)(1)(q) of the SOQ.

s. Safety

1. Provide corporate safety culture and performance data.
2. Information should include a description of the ongoing program(s) in place for safety and an organization chart.
3. Man-hours worked, EMR rate, and OSHA recordable rates
4. Describe any OSHA violations and actions taken to correct the unwanted conduct and lessons learned.

t. Financial Condition and Insurance Requirements:

1. The Proposer shall provide audited financial statements for the past three (3) fiscal years which show reflected net worth and all other financial information usually reflected on the statement of the Proposer.
 - a. Financial statements provided will be kept confidential to the extent permitted by law.
2. The Proposer shall provide information regarding the Proposer's surety and evidence of the Proposer's ability to provide specified payment and performance bonds.
3. The Proposer should examine the insurance requirements in Section (XV) of this RFQ and shall provide an insurance certificate evidencing the Proposer's liability coverage with minimum limits, per the insurance requirements in attachment *LEDPSM-SMPSO-CMAR-5* of this RFQ.
4. Provide a narrative describing your recommended plan for insuring subcontracted work. Indicate which trades you would plan to require bonds.

u. Format for Statement of Qualifications:

1. Qualifications shall be prepared to provide a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ.
2. Contact information shall be shown on the first page of the SOQ (Person's name, telephone number, and email address).
3. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the LEDPSM/SMPSOs needs.
4. SOQs shall be a maximum of (50) printed pages (8 1/2 x 11) for all content, excluding a letter from the bonding company.
 - a. The maximum page count excludes dividers, table of contents, and any attachments.
5. Submissions of an SOQ shall constitute an attestation by the entity submitting the SOQ that all statements and material submitted are true and correct and any statement or information found to be untrue incorrect or misleading by the LEDPSM/SMPSO shall, in the sole discretion of the Sheriff, constitute grounds to disqualify the contractor providing such SOQ.

L. Additional information:

1. Responses to the requirements of this RFQ in the formats requested are desirable with all questions answered in as much detail as practicable.
2. The Proposer's response is to demonstrate an understanding of the requirements.
3. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFQ are also desired.
4. Each Proposer is solely responsible for the accuracy and completeness of its proposal.
5. A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the LEDPSM/SMPSO CMAR Project representative, as outlined in this RFQ.
6. This RFQ in no way constitutes a commitment by the LEDPSM/SMPSO to award a contract. The LEDPSM/SMPSO reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of the LEDPSM/SMPSO to do so.
7. All materials submitted in response to this request become the property of the LEDPSM/SMPSO. Selection or rejection of a response does not affect this right.
8. All proposals submitted will be retained by the LEDPSM/SMPSO and not returned to Proposers. However, any copyrighted materials in the response are not transferred to the LEDPSM/SMPSO.
9. The LEDPSM is not liable for any costs incurred by prospective Proposers or Contractors before issuance of or entering a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFQ are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the LEDPSM/SMPSO.
10. All proposals shall be considered valid for acceptance until such time an award is made unless the Proposer provides for a different period within its proposal response. However, the LEDPSM/SMPSO reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable, and the Proposer is unwilling to extend the validity of its proposal.

XVIII. EVALUATION AND SCORING OF PROPOSAL

A. Evaluation and Selection

1. All responses received regarding this RFQ are subject to evaluation by the Selection Review Committee (SRC) to select the Proposer with whom the LEDPSM/SMPSO shall contract.

- a. Pursuant to Louisiana Revised Statute 38:2225.2.4 B. (5), each SOQ submittal passing the preliminary administrative screening will be reviewed and evaluated by a five-person Selection Review Committee (Committee) organized by the Sheriff.
- b. The Committee will be comprised of the following individuals:
 1. One design professional in the discipline of but not involved in the Project.
 2. One licensed contractor in the discipline of but not involved in the Project.
 3. One representative of the Sheriff.
 4. Two members at large, selected by the Sheriff.
2. To evaluate all proposals, a committee whose members have expertise in various areas has been selected.
3. This committee will determine which proposals qualify for selection for award.
4. Within ninety days after the deadline for responses to the RFQ, a selection review committee chosen by the owner and identified in the RFQ shall make a written recommendation to the Sheriff as to which proposer should be awarded the contract.
5. The results of the selection review committee, inclusive of its findings, grading, score sheets, and recommendations, shall be available for review by all proposers and shall be deemed public records.
6. The exceptions to the Open Meetings Law apply to the selection review committee meetings where individual proposers will be interviewed under R.S. 42:17(A)(10).
- B. Preliminary Administrative Screening
 1. Each SOQ submittal will be preliminarily screened to determine if it is complete before SRC's evaluation.
 2. The Sheriff reserves the right to eliminate from further consideration any SOQ that is unresponsive to any of the requirements contained in this RFQ.
 7. If required, written or oral discussions may be conducted with any or all the Proposers to make this determination.
 - a. Any such written or oral discussions shall be initiated by the SRC.
 8. Upon completion of the selection process, a written recommendation for the award shall be made by the SRC to the Sheriff for the Proposer whose submittal, conforming to the RFQ, will be the most advantageous to the department, with all factors being considered.
 9. The committee may reject any or all proposals if none is considered in the best interest of the LEDPSM/SMPSO.
- C. Scoring Methodology
 1. This RFQ is the first step in the process of selecting a CMAR contractor for preconstruction services for the project as provided by the State of Louisiana Revised Statutes; R.S. 38:2225.2.4(F)(4).

2. This RFQ provides the information necessary to prepare and submit a responsive SOQ for consideration by the LEDPSM/SMP SOs SRC.
 3. After the deadline for receiving SOQ, the SRC will meet to discuss the content of each SOQ received and determine if it is responsive to the RFQ.
 4. The SRC will individually evaluate each responsive SOQ and compile a score of each proposer, based on their SOQ.
 5. The SRC will then compile all scores and generate the overall rankings.
 6. Those rankings will be distributed to the SRC to initiate a second step in the process if needed.
 7. The SRC may elect to interview up to three of the top-ranking responsive CMAR Contractors and/or hold a mandatory meeting and site visit before finalizing scores.
 8. The SRC may also choose to recommend an award to the top-rated CMAR Contractor based solely on the SOQ.
 9. The committee will make a recommendation of the award recipient to the Sheriff, who will have the final say.
- D. Respondent Scoring Number Weight Criteria
1. Respondents should carefully read the information contained in the following criteria and ensure that their SOQ adequately addresses all categories.
 2. Any incomplete SOQ, or those submitted beyond the deadline date and time, will be considered non-responsive and subject to rejection.
 3. The Selection Review Committee shall evaluate and score SOQs by the following criteria which will form the basis for evaluating submitted qualifications:
 - a. Executive Summary.....0-5 points
 - b. Business organization and history, litigation history, conflicts of interest, organization structure, proposer qualifications, unique capabilities, and corporate licenses.....0-25 points
 - c. Management Approach.....0-20 points
 - d. Five reference projects.....0-15 points
 - e. Preconstruction organization chart, construction organization chart and key personnel resumes.....0-20 points
 - f. Safety.....0-5 points
 - g. Financial conditions/insurance requirements0-10 points
- Total possible: 100

E. Optional Scoring Criteria

1. Oral Interview Evaluation Phase Criteria (Optional by Sheriff)

- a. The Selection Review Committee will schedule any desired interviews and determine the time, date, and location.
- b. Proposer participants will be specified in the invitation letter, selected by the Sheriff from the Proposer's organizational plan from Section XVII (B)(1)(g) of the SOQ.
- c. The format of the sixty (60) minute interviews is as follows:
 1. Thirty (30) minutes allowed for Proposer to present to Committee and thirty (30) minutes allowed for questions and answers.
 2. Nothing is to be provided to the Committee during the oral interview except answers to questions.
 3. The Selection Review Committee shall evaluate and score the oral interviews by the following criteria:
 - a. Business Organization and Project History including qualifications and experience of business Organization and History of success of previous Projects similar to this Project.
 - b. Team compatibility and intra-team relationships including past performance of proposed team members on Projects similar to this Project and history of previous professional relationship(s) between proposed team members, the Design Team, the Program Manager, and the Owner.
 - c. Approach and Methodology including proposed strategies to achieve the Sheriff's Key Project Values and creative thinking and innovative approaches proposed for this Project.
 - d. A broad cost estimate based on the schematic design from the firm's historical information.
 - e. Clarification of Information in SOQ including the ability to respond to questions and provide further information regarding the content of SOQ and discussion of specific unique capabilities and/or resources proposed for this Project.

Oral Interview Evaluation Point system

Business and Project history.....	0-20 points
Team compatibility and intra-team relationships.....	0-30 points
Approach and methodology.....	0-30 points
Clarification of information in SOQ.....	0-20 points

Total Possible: 100

The SRC will use the following weights in arriving at the ranked list of the “Short Listed” Proposer to be recommended to the Sheriff if interviews are warranted:

Solicitation of Qualifications packet	maximum points (100)	weight (65%)
Presentation/Interview	Maximum points (100)	weight (35%)

XIX. CONTRACT AWARD

A. Award and Execution

1. The Sheriff reserves the right to enter a contract without further discussion of the proposal submitted based on the initial offers received.
2. The RFQ, including any addenda, and the proposal of the selected CMAR Contractor will become part of any contract initiated by the LEDPSM/SMPSO.
3. Proposers are discouraged from submitting their standard terms and conditions with their proposals.
4. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.
5. If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within twenty (20) calendar days of delivery, the LEDPSM/SMPSO may elect to cancel the award and award the contract to the next-highest-ranked Proposer.
6. The award should be made to the Proposer with the highest points, whose proposal, conforming to the RFQ, will be the most advantageous to the LEDPSM/SMPSO, when all factors are considered.
7. The LEDPSM/SMPSO intends to award a single Proposer.

XX. NOTICE OF INTENT TO AWARD

- A. Upon review and approval of the evaluation committee’s and agency’s recommendation for award, the LEDPSM will issue a “Notice of Intent to Award” letter to the apparent successful Proposer.
1. A contract shall be completed and signed by all parties concerned on or before the date indicated in the “Schedule of Events.” If this date is not met, through no fault of the LEDPSM, the LEDPSM may elect to cancel the “Notice of Intent to Award” letter and make the award to the next most advantageous Proposer.
 2. The LEDPSM designee will also notify all unsuccessful Proposers as to the outcome of the evaluation process.
 3. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the “Notice of Intent to Award” letter has been issued.

XXI. CONTRACT

A. Right to Negotiate

1. If for any reason the Proposer whose proposal is most responsive to the LEDPSM/SMPSO's needs, price, and other evaluation factors outlined in the RFQ considered, does not agree to a contract, that proposal shall be rejected, and the LEDPSM/SMPSO may negotiate with the next most responsive Proposer.
2. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Sheriff must approve and sign the final contract.

B. Non-negotiable Contract Terms

1. Non-negotiable contract terms include but are not limited to:
 - a. Taxes
 - b. Assignment of contract
 - c. Audit of records
 - d. Equal Employment Opportunity Commission (EEOC)
 - e. Americans With Disability Act (ADA) compliance
 - f. Record retention
 - g. Content of contract/order of precedence
 - h. Contract changes
 - i. Governing law
 - j. Claims or Controversies
 - k. Termination based on contingency of appropriation of funds.
 1. State in which litigation, if needed, will occur.

C. Content of Contract/ Order of Precedence

1. In the event of an inconsistency between the contract, the RFQ, and/or the CMAR Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFQ and subsequent addenda (if any), and finally, the CMAR Contractor's Proposal.

D. Contract Changes

1. No additional changes, enhancements, or modifications to any contract resulting from this RFQ shall be made without the prior approval of the Sheriff.
2. Changes to the contract include:
 - a. Change in compensation
 - b. Beginning/ ending date of the contract
 - c. The scope of work
 - d. Contractor change through the Assignment of Contract (AOC) process
 1. Any such changes, once approved, will result in the issuance of an amendment to the contract.

E. Termination

1. Termination of the Contract for Cause

- a. The Sheriff may terminate the contract for cause based upon the failure of the CMAR Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations under the contract, provided that the Sheriff shall give the CMAR Contractor written notice specifying the CMAR Contractor's failure.
 - b. If within thirty (30) days after receipt of such notice, the CMAR Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Sheriff may, at his discretion, place the CMAR Contractor in default and the contract shall terminate on the date specified in such notice.
 - c. The CMAR Contractor may exercise any rights available to them under Louisiana law to terminate for cause upon the failure of the LEDPSM/SMPSO to comply with the terms and conditions of the contract, provided that the CMAR Contractor shall give the LEDPSM/SMPSO written notice specifying the department's failure and a reasonable opportunity for the LEDPSM/SMPSO to cure the defect.
- F. Termination of the Contract for Convenience
1. The LEDPSM/SMPSO may terminate the contract at any time by giving thirty (30) days' written notice to the CMAR Contractor of such termination or negotiating with the CMAR Contractor an effective date.
 2. The CMAR Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

G. Termination for Non-Appropriation of Funds

1. The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by LEDPSM/SMPSO.
2. If the LEDPSM/SMPSO fails to appropriate sufficient funds to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

H. Substitution of Personnel

1. The LEDPSM/SMPSO intends to include in any contract resulting from this RFQ the following conditions:

- a. Substitution of Personnel:

1. If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein.
2. A detailed resume of qualifications and justification is to be submitted to the Sheriff or designee for approval before any personnel substitution.

3. It shall be acknowledged by the CMAR Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.
- I. Governing Law
 1. All activities associated with this RFQ process shall be interpreted under Louisiana law.
 2. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this RFQ.
 3. The jurisdiction and venue for any suit filed in connection with this RFQ process and contract shall be exclusive to the 16th Judicial District Court, in the Parish of St. Mary, State of Louisiana.

XXII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon the performance of their respective duties under the contract.
- B. The CMAR Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify and hold harmless the Sheriff and LEDPSM/SMPPO from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the CMAR Contractor, their agents, employees, partners or subcontractors in the performance of the contract, without limitation.
 1. However, the CMAR Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the LEDPSM/SMPPO.
- C. In connection therewith, the CMAR Contractor shall execute the "Hold Harmless Agreement" (HHA) furnished in attachment *LEDPSM-SMPPO-CMAR-8* of the RFQ.
- D. Work may not commence until such HHA is executed by the CMAR Contractor and received by the LEDPSM/SMPPO.
- E. The CMAR Contractor will indemnify, defend, and hold the Sheriff, SMPPO, and LEDPSM harmless, without limitation, from and against any damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities, and costs which may be finally assessed against the Sheriff, SMPPO, and LEDPSM in any action for infringement of a United States Letter Patent concerning the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the LEDPSM/SMPPO shall give the Contractor:
 1. Prompt written notice of any action, claim, or threat of infringement suit, or other suit.

2. The opportunity to take over, settle, or defend such action, claim, or suit at the CMAR Contractor's sole expense.
 3. Assistance in the defense of any such action at the expense of CMAR Contractor.
- F. Where a dispute or claim arises relative to a real or anticipated infringement, the LEDPSM/SMPSO may require the CMAR Contractor, at their sole expense, to submit such information and documentation, including formal patent attorney opinions, as the LEDPSM/SMPSO shall require.
- G. The CMAR Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:
1. The LEDPSM/SMPSOs unauthorized modification or alteration of a Product, Material, or Service.
 2. The LEDPSM/SMPSOs use of the Product, Material, or Service in combination with other products, materials, or services not furnished by the CMAR Contractor.
 3. The LEDPSM/SMPSOs use in other than the specified operating conditions and environment.
 - a. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the CMAR Contractor believes that it may be enjoined, the CMAR Contractor shall have the right, at their own expense and sole discretion as the LEDPSM/SMPSOs exclusive remedy to take action in the following order of precedence:
 1. To procure for the LEDPSM/SMPSO the right to continue using such item(s) or part(s) thereof, as applicable.
 2. Modify the component so that it becomes non-infringing equipment of at least equal quality and performance.
 3. To replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance.
 4. If none of the foregoing is commercially reasonable, then provide monetary compensation to the LEDPSM/SMPSO up to the dollar amount of the Contract.
 - H. The LEDPSM/SMPSO may, in addition to other remedies available to them at law or equity and upon notice to the CMAR Contractor, retain such monies from amounts due to the CMAR Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

XXIII. ACKNOWLEDGEMENT AND WAIVER OF PROTEST RIGHTS

- A. The proposer shall execute an Acknowledgment and Waiver form, see attachment *LEDPSM-SMPSO-CMAR-2*, and shall produce the same to the LEDPSM/SMPSO along with its proposal.

- B. Such Waiver shall state that the Proposer has read this RFQ and the Waiver and understands that the LEDPSM/SMPPOs obligations under this RFQ are not dictated by Louisiana Public Bid Law or the Louisiana Procurement Code.
- C. As such, Proposer understands that it is provided no opportunity for protest and waives all such rights.

XXIV. PAYMENT

A. Payment for Services

1. The LEDPSM/SMPPO shall pay the CMAR Contractor by the pricing schedule agreed upon in the Construction Contract.
2. The CMAR Contractor will invoice the LEDPSM/SMPPO monthly at the billing address designated by the LEDPSM/SMPPO.
3. Payments will be made by the LEDPSM/SMPPO within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Sheriff or designee.
4. Invoices shall include the LEDPSM/SMPPOs purchase order number
5. Invoices should fully detail the work or materials that the LEDPSM/SMPPO is being charged for.
6. Invoices submitted without this information will not be approved for payment until the required information is provided/reflected on the invoice.

XXV. GENERAL PROVISIONS

A. Assignment

1. The CMAR Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the LEDPSM/SMPPO.
2. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent.
3. Notice of any such assignment or transfer shall be furnished promptly to the Sheriff or designee.

XXVI. NO GUARANTEE OF QUANTITIES

- A. Any quantities referenced in the RFQ are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the LEDPSM/SMPPO to increase or decrease the amount, at the unit price stated in the proposal.
- B. The LEDPSM/SMPPO does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

XXXVII. CIVIL RIGHTS COMPLIANCE

- A. The CMAR Contractor agrees to abide by the requirements of the following as applicable:
1. Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972.
 2. Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974.
 3. Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990.
 4. The CMAR Contractor agrees not to discriminate in its employment practices and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.
 5. Any act of discrimination committed by the CMAR Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

XXXVIII. RECORDS

- A. Record Retention
1. The CMAR Contractor shall maintain all records about the contract for a period of at least seven (7) years after final payment.
- B. Record Ownership
1. All records, reports, documents, or other material related to any contract resulting from this RFQ and/or obtained or prepared by the CMAR Contractor in connection with the performance of the services contracted for herein shall become the property of the LEDPSM/SMPSO and shall, upon request, be returned by the CMAR Contractor to the LEDPSM/SMPSO, at the CMAR Contractor's expense, upon termination or expiration of the contract.
- C. Audit of Records
1. The LEDPSM/SMPSOs auditor, state auditors, federal auditors, or others so designated by the LEDPSM/SMPSO or designee, shall have the option to audit all accounts directly about the resulting contract for a period of seven (7) years after the Project acceptance or as required by applicable State and Federal law.
 2. Records shall be made available during normal working hours for this purpose.

XXIX. ANTI-KICKBACK CLAUSE

- A. The CMAR Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be

prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

XXX. ADDITIONAL INFORMATION

A. PROPOSER INQUIRY PERIOD

1. The LEDPSM/SMPSO shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and LEDPSM/SMPSOs operations.
2. The LEDPSM/SMPSO expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries promptly.
3. An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto.

Inquiries concerning this solicitation may be emailed or hand-delivery to:

St. Mary Parish Sheriff's Office,

Attn: Captain Bart Lange

500 Main Street, 4th Floor

Franklin, La. 70538

Or at

Blange@stmaryso.com

4. All questions will be considered and those which add clarity to the RFQ will be addressed in writing with the question and answer provided to all firms that have been provided this RFQ.
5. If a mandatory interview, meeting, or site visit is held, the three top-ranked firms will be notified of the date and time using the contact information provided in the SOQ.
6. Additional information about the project may be provided to the three top-ranked firms at or before an interview, meeting, or site visit.
7. An addendum will be issued and posted at the St. Mary Parish Sheriff's Office website, www.stmaryso.com, to address all inquiries received and any other changes or clarifications to the solicitation. This will also be posted in a conspicuous place and advertised in the newspaper of record.
8. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum.
9. No negotiations, decisions, or actions shall be executed by any Proposer because of any oral discussions with any LEDPSM/SMPSO affiliate, employee, or consultant.

10. All inquiries must be received by the close of business on the Inquiry Deadline date outlined on page 3.
11. Only those inquiries received by the established deadline shall be considered by the LEDPSM/SMPSO.
12. Inquiries received after the established deadline shall not be entertained.

XXXI. RIGHTS RESERVED BY THE LEDPSM/SMPSO/SHERIFF

- A. Changes, Addenda, Withdrawals
 1. The Sheriff reserves the right to change the Schedule of Events or issue addenda to the RFQ at any time.
 2. The Sheriff reserves the right to cancel or reissue the RFQ.
 3. If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, before the proposal opening, and should be submitted in a sealed envelope.
 4. Such shall meet all requirements for the proposal.

XXXII. ATTACHMENTS

- A. Affidavit for Ethics Provisions/Essential Service.....LEDPSM-SMPSO-CMAR-1
- B. Agreements and Waiver.....LEDPSM-SMPSO-CMAR-2
- C. Immigration Verification.....LEDPSM-SMPSO-CMAR-3
- D. No Misunderstanding Agreement.....LEDPSM-SMPSO-CMAR-4
- E. Insurance Requirements.....LEDPSM-SMPSO-CMAR-5
- F. Proposer Authentication.....LEDPSM-SMPSO-CMAR-6
- G. Fee Schedule.....LEDPSM-SMPSO-CMAR-7
- H. Hold Harmless Agreement.....LEDPSM-SMPSO-CMAR-8

XXXIII. LIST OF EXHIBITS

- A. Renderings of the new office space from Angelle Architects
- B. Renderings of the new motor pool from Angelle Architects
- C. Image of the new office and motor pool situated in the 10-acre plot of land.



Gary Driskell

LEDPSM CEO/ SMPSO Sheriff