

**Request for**

**Qualifications**

**Construction Manager at Risk for**

**Outdoor Entertainment Venue**

Issuance Date: October 11, 2024

City of Bryant

210 SW 3rd Street

Bryant, AR 72022

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No late qualifications will be accepted. RFQ’S shall be submitted in sealed envelopes labeled with the project name, contact name, and address of the Proposer. RFQ’s shall be submitted in accordance with the attached City of Bryant’s specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Submittals shall be submitted in sealed envelopes labeled with the solicitation number, solicitation name, and name and address of the firm.



The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.



Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**City of Bryant, Arkansas**

**Request for Statements of Qualification   
Construction Manager at Risk for Outdoor Entertainment Venue**

**Submission Details**

The City of Bryant is accepting statements of qualifications from construction management firms licensed to do business within the State of Arkansas to provide, construction management/general contractor (CM/GC) services as a Construction Manager at Risk (CMAR)/guaranteed maximum (GMP) project for the construction of an outdoor entertainment venue designed to accommodate approximately 5,000 to 9,000 attendees.

Professional Services required include:

1. Ensure all funds are spent in accordance with procurement procedures approved by the City
2. Guaranteed maximum price construction
3. Estimating
4. Subcontractor bidding
5. Project and change order pricing
6. Street Demolition
7. Schedule control
8. Cost reduction and control
9. Project coordination
10. Project close out
11. Warranty

**Submission Deadline**

All responses to this request for qualifications must be received by the City of Bryant, as stated below, no later than October 23, 2024; 2:00 PM CDT. Any responses received after this deadline will not be considered.

**Submission Delivery**

Submit one (1) original signed, one (1) electronic, and five (5) copies of responses to:

City of Bryant

CMAR - Outdoor Entertainment Venue

Attn: Ted Taylor

210 S.W. 3rd Street

Bryant, AR 72022

Pursuant to Arkansas Code Annotated §22-9-203 The City of Bryant encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Bryant encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

The City of Bryant reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Bryant for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Bryant because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

**Section A: General Terms & Conditions**

1. **Submission Requirements**
   1. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in these documents as equal to statement of qualification.
   2. A description of the Proposer’s experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
   3. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are also allowed to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
   4. All Proposers shall submit one (1) original signed, one (1) electronic, and five (5) copies of their statement qualification. The electronic copy submitted should be submitted as a single file in format acceptable to Adobe in a saveable format. Files contained on electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via email to City employees by the Proposer. RFQ can be mailed or hand-delivered to Bryant City Hall (210 SW 3rd Street, Bryant, AR 72022).
   5. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer’s will be available after the deadline until a contract has been awarded by the Bryant City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed and at that time only for the intended selection.
   6. Proposers shall submit a statement of qualification based on documentation published by the Bryant Planning and Development Department. Such documentation will be available by contacting Ted Taylor, Director of Planning and Development, via email ([ttaylor@cityofbryant.com](mailto:ttaylor@cityofbryant.com)) or telephone (501-943-0309).
   7. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Bryant, Construction Manager at Risk RFQ Response, Attn: Ted Taylor, 210 S.W. 3rd Street, Bryant, AR 72022. The name, address of the firm shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
   8. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
   9. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Bryant. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
   10. Local time shall be defined as the time in Bryant, Arkansas on the due date of the deadline.
2. **Written Requests for Interpretations or Clarification**No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via email Ted Taylor, Director of Planning and Development, ([ttaylor@cityofbryant.com](mailto:ttaylor@cityofbryant.com)). Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.
3. **Rights of City of Bryant in This Process**

In addition to all other rights of the City of Bryant, under state law, the City specifically reserves the following:

* 1. The City of Bryant reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
  2. The City of Bryant reserves the right to select the proposal that it believes will serve the best interest of the City.
  3. The City of Bryant reserves the right to accept or reject any or all proposals.
  4. The City of Bryant reserves the right to cancel the entire request set forth in this RFQ.
  5. The City of Bryant reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
  6. The City of Bryant reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
  7. The City of Bryant reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

1. **Evaluation Criteria**

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFQ. Proposers are not guaranteed to be ranked.

1. **Costs Incurred by Proposers**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

1. **Oral Presentation**

An oral presentation and/or interview may be requested of any firm at the selection committee’s discretion.

1. **Conflict of Interest**
   1. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.
   2. The Proposer shall promptly notify Ted Taylor, Director of Planning and Development, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer’s judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via email or first-class mail within five (5) days of receipt of notification.
2. **Withdrawal of Proposal**

A proposal may be withdrawn at any time.

1. **Late Proposal or Modifications**
   1. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Planning & Development Office at (501) 943-0361 to ensure receipt of their submittal documents prior to opening time and date listed.
   2. The time set for the deadline shall be local time for Bryant, AR on the date listed. All proposals shall be received in the Planning & Development Department BEFORE the deadline stated.
2. **Local, State, and Federal Compliance Requirements**
   1. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this RFQ.
   2. Pursuant to Arkansas Code Annotated §22-9-203 The City of Bryant encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Bryant encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.
3. **Collusion**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: “Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

1. **Right to Audit, FOIA, and Jurisdiction**
   1. The City of Bryant reserves the privilege of auditing a vendor’s records as such records relate to purchases between the City and said vendor.
   2. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Bryant, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
   3. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
2. **City Indemnification**

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

1. **Variance From Standard Terms & Conditions**

All standard terms and conditions stated in this request for statements of qualification apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

1. **Payments and Invoicing**

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Proposer is responsible for immediately notifying the Planning and Development Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ. Payment will be made within thirty days of invoice received. The City of Bryant is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer’s acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Bryant City Council approval.

1. **Cancellation**
   1. The City reserves the right to cancel this RFQ without cause.
2. **Assignment, Subcontracting, Corporate Acquisitions and/or Mergers**
   1. The CMAR shall perform the contract which will be negotiated and awarded to the Proposer selected by the City. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFQ.
   2. In the event of a corporate acquisition and/or merger, the CMAR shall provide written notice to the City within thirty (30) calendar days of Contractor’s notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for the purpose of this Agreement.
3. **Additional Requirements**

The City reserves the right to request additional services relating to this RFQ from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

1. **Services Agreement**

A written agreement incorporating the RFQ and the successful proposal will be negotiated with the Proposer selected by the City. Such written agreement will be signed by the successful Proposer and presented to the Bryant City Council for approval and signature of the Mayor.

1. **Integrity of Statement of Qualification (RFQ) Documents**

Proposers shall use the original RFQ form(s) provided by the Planning and Development (attached hereto as Exhibit B and Exhibit C) and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFQ form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer’s RFQ response and presented in the form of an addendum to the original RFQ documents.

1. **Lobbying**

Lobbying or communicating with selection committee members, City of Bryant employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder’s/proposer’s/protestor’s staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is **strictly prohibited** either upon advertisement or on a date established by the City of Bryant and shall be prohibited until either an award is final or the protest is finally resolved by the City of Bryant; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Planning and Development Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities or communication shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

1. **Other General Conditions**
   1. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
   2. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
   3. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Bryant shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
   4. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
   5. **Any uncertainties shall be brought to the attention of Ted Taylor immediately via telephone (501-943-0309) or email (**[**ttaylor@cityofbryant.com**](mailto:ttaylor@cityofbryant.com)**). It is the intent and goal of the City of Bryant Planning and Development Department to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**
   6. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Ted Taylor, City of Bryant, Director of Planning and Development via email (ttaylor@cityofbryant.com) or telephone (501-943-0309). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
   7. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
   8. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFQ’s content or to exclude any relevant or essential data.
   9. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
   10. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Bryant. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
   11. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Bryant.
2. **Selection Criteria**

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. 30 Points – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. 25 Points – Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. 25 Points – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. 20 Points – Firm’s proximity to and familiarity with the area in which the project is located

**\*\*\*\*NOTE: Fees shall NOT be included with any statement of qualification.** Price shall not be a considered a factor used to select a vendor. Price and fees will not be considered until the negotiating process and will be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

**Section B: Vendor References**

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Years in Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ How Long in Present Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Number of Current Employees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Time:\_\_\_\_\_\_\_\_\_\_\_ Part Time: \_\_\_\_\_\_\_\_\_\_

Number of Employees Planned for This Contract: \_\_\_\_\_\_\_\_\_\_\_\_ Full Time: \_\_\_\_\_\_\_ Part Time: \_\_\_\_\_\_\_

Please list four (4) references in which CMAR has previously performed contract services for within the past five (5) years for projects of specific scope and size including outdoor entertainment venues (all fields must be completed):

**Reference 1**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reference 2**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reference 3**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reference 4**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section C: Signature Submittal**

1. **Disclosure Information**

Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Bryant, including, but not limited to, City of Bryant employees. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, and any City of Bryant employee, or elected City of Bryant Official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

**Please check one of the following two options, as it appropriately applies to your team:**

\_\_\_\_\_\_ 1) No known relationship exists

\_\_\_\_\_\_ 2) Relationship exists (Please explain): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I certify that; as an officer of this organization, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

1. **Additional Information**

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, email address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Primary Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #1 (Cell preferred): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Acknowledgement**

Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

|  |  |  |
| --- | --- | --- |
| ADDENDUM NO. | SIGNATURE & PRINTED NAME | DATE ACKNOWLEDGED |
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1. **Debarment/Suspension Certification**

As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

1. **Signature Certification**

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

1. **Arkansas Code Annotated §25-1-503**

Pursuant to Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during the contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

1. **Sub Consultants and Team Information**

Proposer hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. **This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Arkansas License No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Firm Established: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Percentage of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Arkansas License No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Firm Established: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Percentage of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Questions regarding this form should be directed to the City of Bryant’s Planning & Development Department.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DUNS#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section D: Project Summary and Scope of Work**

1. **Project Summary**
2. The City of Bryant is accepting statements of qualifications from licensed professionals to provide construction management at risk (CMAR) services for the construction of an outdoor entertainment venue for the City of Bryant, designed to accommodate approximately 5,000 to 9,000 attendees.
3. The City of Bryant will select an engineering firm to serve as the lead design professional for this project.
4. **Phasing and award:**  One contract will be awarded with multiple phases. Phase one will include Pre-construction services as outlined below.
5. **Project Information & Requirements**
   1. Request for Qualifications (RFQ) responses shall be submitted from one single primary construction manager firm, with additional contracted third parties serving as subcontractors to the primary firm. All subcontractors must be disclosed in the RFQ response and will be considered part of the project team for the overall construction scope. This requirement does not apply to subcontractor trades for specific construction items (e.g. Electrical, HVAC) or architectural, which will be bid separately.
   2. Responses **shall not include** price or hourly rates, or any pricing structure. Pricing shall be negotiated with the top ranked selected firm only and is not considered part of this selection. The City intends to negotiate each phase as a not to exceed fee with the selected firm.
   3. It is the intent of this solicitation to enter into a mutually beneficial agreement indicated by the draft provided with this RFQ.
      1. Reference Section E for a draft agreement intended to be used with this project (expected to be issued via addendum after finalization). Final agreement is subject to negotiation with the final selected firm.
   4. The Primary responding firm shall be experienced in Outdoor Entertainment Venue Construction consulting.
6. **Scope of Work**
7. **Overview:** Anticipated phases are identified below with associated scope of work. Scope of work is not limited to any additional industry standard scope of work necessary to complete each phase. **Coordination with the selected architectural team is critical for all phases. Selected Primary firm shall coordinate with the architectural team in order to achieve best value for the overall success of the project, including working to achieve maximum cost savings.** The CMAR will procure, and present to the City of Bryant for its approval, an experienced operator for the facilities which is a non-profit tax exempt entity and is currently operating a sustainable outdoor entertainment facility in the State of Arkansas. The CMAR will also assist in contract negotiations with the operator.
8. **PHASE 1: Pre-Construction Services**
   1. Schematic Design Phase Coordination
      1. Provide industry standard construction manager services, including but not limited to development of costs, identifying potential design changes which could result in cost savings or energy efficiency, interact with the design team for review of documents, etc.
      2. Coordinate with the architectural team to prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule to the City staff and Architect for review and approval. (15% plan review).
         1. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission
         2. Assist architectural team in responding in writing to all City Staff comments on plans
         3. Assist architectural team in coordinating with private utilities and service providers
   2. Design Development Phase Coordination
      1. Assist architectural team to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Bryant representatives prior to being released for the bidding process.
      2. Coordinate with the architectural team to prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Detailed Cost Estimate and schedule to the City staff for review and approval. (50% plan review). Components to include:
         1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
         2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Data, Security, Access Control, Fire Protection and landscaping
         3. Exterior elevations, rendering and color palette
         4. Building sections and details
         5. Interior elevations, casework and millwork elevations
         6. Drainage Study and calculations, as required by City
         7. Report addressing all City’s Design Criteria and Code requirements
      3. Assist architectural team in responding in writing to all City comments on plans.
      4. Assist architectural team in coordination of final utility plans.
      5. Facilitate with architectural team and City cost-benefit analysis to determine most cost-effective construction after evaluation of life-cycle cost impact.
   3. Construction Documents Phase
      1. Assist architectural team in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City for cost analyses. (90% plan review).
      2. Attend follow up meetings with City Development Services and Fire Marshall.
      3. Complete final coordination with private utilities and service providers.
      4. Assist architectural team to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect’s Cost Estimate and schedule to:
         1. City of Bryant Development Services for review and approval (100% plan review)
      5. Assist architectural team in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
      6. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Bryant Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.
   4. Bid Phase
      1. Coordinate with City Planning and Development Department to ensure all procedures followed for this phase meet state laws and City of Bryant Purchasing Policies. All sub bids will be advertised and bid by the City’s Planning and Development Department
      2. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City [PM (1), Purchasing (1) and interested bidders]. Documents should be made available to any interested party electronically at no cost.
      3. Provide distribution of plans to all interested parties.
         1. Maintain open communication with the City of Bryant Planning and Development Department throughout the bidding process.
         2. Distribution of all documents shall be done in a fair and unbiased manner while keeping all interested parties on equal terms.
         3. Document and keep an updated accurate record of plan holders and provide updated listings to all interested parties in a timely manner.
         4. All questions and inquiries shall be directed to the City’s Planning and Development Department and made in the form of an addendum and shall be provided to all interested parties at the same time by the Planning and Development Department.
      4. Coordinate with City Planning and Development Department during pre‐bid meeting, facilitate and attend the Bid Openings conducted by City Planning and Development Department.
      5. Maintain open communication with the City Planning and Development Department during any  
         process involving Request for Information (RFI).
      6. Any addenda shall be provided to the Planning and Development Department, for coordination with the City and for review and approval in advance of issuance. Bidders, interested parties, and plan holders shall receive all information included in an addendum at the time addenda is issued.
      7. In the event the CMAR desires to self‐perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same time and manner as other interested parties.
      8. In an effort to facilitate the bid opening in a vendor neutral space, the bid opening shall be held at the City of Bryant Administration Building, City Hall, at a time and date coordinated in advance with the City Planning and Development Department.
      9. Assist with design of Bid Proposal
      10. Review Architect’s Recommendation of Award Letter that includes the following required content (and assist with):
          1. Check for math errors and reconcile any mathematical discrepancies
          2. Review for unbalance bid items
          3. Coordinate with the City Planning and Development Department in finalizing a Certified Bid Tabulation including Engineer’s estimate
          4. Review of contractor’s financial standing and references provided
          5. Explanation of discrepancies between the Engineer’s estimate and bids
          6. Meeting with the City to provide a formal written recommendation of award
      11. Attend City Council meeting(s) for the recommendation for award of Contract(s) for Construction.
9. **PHASE 2: Guaranteed Maximum Price and Construction Administration Phase**
   1. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.
   2. Conduct regular Owner, Architect, CM meetings as jointly determined by CMAR, City and Architect.
   3. Coordinate with City and Architect on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
   4. Architect will provide field services, progress meetings, and progress payment review and assistance on a bi‐monthly basis.
   5. Review and address site visit report from the architectural team at least one (1) time per month.
   6. Coordinate with the architectural team to conduct Substantial Completion Inspection, coordinate with architect to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
   7. Project Close Out
      1. Provide Warranty Services during the entire Warranty Period. Architect to issue Warranty Reports and review items after the CM has notified the City that these items are complete.
      2. Provide support services as needed during the project close out process.
      3. Provide close out submittal to the architectural team for completeness before transmitting to the City which include but are not limited to:
         1. Contractor’s red lines and as‐built notes
         2. Warranty information
         3. Material Safety Data Sheet (MSDS)
         4. Operating Manuals
         5. Start up and testing reports
         6. Building commissioner report
         7. As‐Built record drawings (in hard copy and digital format)
         8. Produce a project narrative that provides a comprehensive review of the construction activities for the project with a project narrative submitted for City approval at the completion of each contract phase.
         9. Consent of Surety
         10. Release of Liens
10. **Professional Services and Additional Requirements**
11. Professional Services
    1. Any entity responding to this RFQ shall be a current licensed contractor with the State of Arkansas Contractor’s Licensing Board. Failure to hold a current contractor’s license shall result in submittal rejection. All subcontractors on the project shall be properly licensed by the State of Arkansas Contractor’s Licensing Board.
    2. Any industry standard cost share or savings incentive practices desired for discussion during contract negotiations should be disclosed with RFQ response. Cost sharing practice shall be presented in the format of a general best practices approach and contract terms and shall not include pricing related figures. Pricing and fees are not part of the selection criteria and shall not be include with RFQ submittal.
    3. The resulting contract of this solicitation shall be a Guaranteed Maximum Price (GMP) construction contract; however, price itself shall not be considered until a vendor has been selected based on qualifications. Price will be negotiated with the most qualified vendor, as evaluated and voted by the selection committee. Responses to this RFQ shall not include price.
    4. Estimating
    5. Performance and payment bonding. After a contract has been awarded to the selected construction manager (CM) and within ten (10) calendar days of the final construction contract being finalized, provide a 100% separate performance and payment bond to the City of Bryant after being file marked at the Saline County Circuit Clerk’s Office.
       1. Construction contracts for the project shall not be entered into between the CM and sub‐contractor without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.
    6. After contract award, the awarded CM shall furnish a certificate of insurance showing that insurance policies are carried in amounts acceptable to the City. Forms of insurance shall be General Comprehensive in the amount of $3 million US dollars, at minimum. Such insurance shall be kept in full force and in effect until all work has been satisfactorily completed and accepted. All certificates of insurance shall list the City of Bryant as an additional insured. The City of Bryant reserves the right to bind builder’s risk insurance for this project in the event it results in a cost savings to the City.
    7. Ensure all funds spent are in accordance with the procurement procedures approved by the City.
    8. Project and change order pricing
    9. Street Demolition
    10. Schedule control
    11. Cost reduction and control
    12. Project coordination
    13. Project close out
    14. Warranty
12. Submittal Requirements

The RFQ submittal should contain the following response items arranged in order, tabbed, and with a table of contents. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified.

* 1. Title Page: Show the name of agency/firm, address, and telephone number, name of contact person, date, and subject: RFQ Outdoor Entertainment Venue.​​
  2. Table of Contents: Include a clear identification of the material by section and by page number.
  3. Letter of Interest: Name, address, brief history of firm and Submitter’s interest in the proposed project. Briefly state the agency/firm understands the work to be done and makes a positive commitment to perform the work. Give the name of the person(s) who will be authorized to make representation for the Submitter, their titles, addresses and telephone numbers. Describe the perceived strengths to carry out the project.
  4. Project Team Organization: Provide an organizational chart indicating the relationship between the Submitter’s staff members who have responsibilities related to this project. Indicate on the chart the names of key personnel and their titles. Submit professional qualifications and resumes of staff to be assigned to this project, showing where they have performed work on similar projects including Construction Management GMP projects.
  5. Specialized and Past Experience: Provide information regarding your past experience in providing the services requested in this RFQ including information pertaining to customer satisfaction, timely completion, and meeting budgets on similar projects executed under a GMP contracting format. Actual price and fees shall not be included in submittal.
  6. Schedule: Submitter shall provide a general schedule for the completion of the scope of the specified project.
  7. Additional Background: All Submitters are invited to include a maximum of two pages of information not included above which may be useful and applicable to this project.

1. Items to Specifically Include With Response

Responses shall include the following in addition to other requirements specified.

* 1. Statement regarding understanding of pre‐construction services and approach to billing for pre‐construction services.
  2. Records of management teams on similar projects with timely completion, and high‐quality workmanship.
  3. Records of previous similar projects with owner verification and contact information. Please provide contact information including reference contacts of the owner and architect on at least 3 projects. These projects should be within the past five years.
  4. Current and projected workload
  5. Proof of licensure from the State of Arkansas Contractors Licensing Board

**Section E: Anticipated Project Timeline**

8 months design, 18 month construction

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| --- | --- | --- |
| Date | Time | Description |
| October 11, 12, 19, 2024 | N/A | Advertisement for RFQ |
| October 23, 2024 | 2:00 PM | Deadline to submit a Statement of Qualifications |
| October 25, 2025 | N/A | RFQ Selection |