



FHA DEVELOPMENT INC.

FHA Development, Inc.
Angela Belford, Executive Director
Kyle Powell, Finance Manager
1 N. School Ave.
Fayetteville, AR 72701
479.521.3850

Request for Proposal (RFP)
FHA Development, Inc.
RFP # 2020-11-04

I. STATEMENT OF PURPOSE

FHA Development, Inc. is accepting proposals from construction management firms licensed to do business within the State of Arkansas to provide, construction management (CM) services as a Construction Manager at risk (CMAR) / guaranteed maximum (GMP) project for the construction of a new Multifamily Development for FHA Development, Inc. The scope of work includes three buildings totaling approximately 45,000 square feet. Two of the three proposed building will include ground floor commercial shell space of approximately 4,500 square feet.

Professional Services required include:

1. Ensure all funds are spent in accordance with State of Arkansas Procurement laws
2. Guaranteed maximum price construction
3. Estimating
4. Sub-Construction Manager bidding
5. Project and change order pricing
6. Schedule control
7. Cost reduction and control
8. Project coordination
9. Project close out
10. Warranty

FHA Development, Inc. and its development partner has selected an architectural/ engineering design team.

II. SUBMISSION INFORMATION

FHA Development, Inc.
Attention: Kyle Powell, Finance Manager
1 N. School Ave, Fayetteville, AR 72701

III. ISSUE DATE AND TIME:

Wednesday, November 4, 2020 2:00 PM CST

IV. PRE-SUBMISSION CONFERENCE DATE, TIME, and LOCATION:

Wednesday, November 18, 2020 at **2:00 PM 3:30 PM CST**

V. PRE-SUBMISSION CONFERENCE LOCATION:

A pre-submission conference will be held via Zoom video conference at 2:00PM Central Standard Time on Wednesday, November 18, 2020, potential offerors must email Kyle Powell (kyle@fayettevilleha.org) in advance to request access. There will be NO onsite meeting. Pre-submission conference is not mandatory.

VI. SUBMISSION DUE DATE AND TIME (BID OPENING):

Friday, December 4, 2020 at 10:00 AM CST

PLEASE NOTE: All inquiries must be submitted via email no later than Monday, November 23, 2020 at 2:00PM CST. Responses to all questions will be published in the form of an addendum by November 30, 2020 at 2:00PM CST.

Additionally, with all due respect, no form of contact will be entertained outside of the posted dates and times to allow for the continued normal flow of daily business.

All submissions are subject to terms, conditions, instructions, and specifications attached hereto.

To view RFP 2020-11-04 in its entirety please visit www.fhadevelopment.org/Procurement

FHA Development, Inc.,
Finance Department
1 N. School Ave
Fayetteville, AR 72701
Phone: 479-521-3850

RFP (REQUEST FOR PROPOSAL)

RFP 2020-11-4, Construction Manager at Risk for New Multifamily
Development

DEADLINE: Friday, December 4, 2020 prior to 2:00 PM CST

DELIVER to: FHA Development, Inc. Attn: Finance Manager, 1 N. School
Ave., Fayetteville, AR 72701

DATE OF ISSUE AND ADVERTISEMENT: 11.4.2020; 11.8.2020 and
11.15.2020

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled with the project name, contact name, and address of the Respondent. RFP's shall be submitted in accordance with the attached FHA Development, Inc. specifications and RFP documents attached hereto. Each Respondent 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 Respondent/Bidder and
Finance Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Advertisement

FHA Development, Inc.
Request for Proposals
RFP 2020-11-4, CMAR for Multifamily
Development

FHA Development, Inc. is accepting proposals from construction management firms licensed to do business within the State of Arkansas to provide, construction management (CM) services as a Construction Manager at risk (CMAR) / guaranteed maximum (GMP) project for the construction of a new Multifamily Development for FHA Development, Inc.

Professional Services required include:

11. Ensure all funds are spent in accordance with State of Arkansas Procurement laws
12. Guaranteed maximum price construction
13. Estimating
14. Sub-Construction Manager bidding
15. Project and change order pricing
16. Schedule control
17. Cost reduction and control
18. Project coordination
19. Project close out
20. Warranty

To be considered, proposals shall be received at FHA Development, Inc., Attn: Finance Manager, 1 N. School Ave, Fayetteville, Arkansas by Monday December 4, 2020 before 2:00:00 PM, CST.

Forms & addendums can be downloaded from FHA Development, Inc.'s web site at <https://fhadevelopment.org/procurement>. All questions regarding the process should be directed to Kyle Powell at kyle@fayettevilleha.org or (479) 521-3850.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 FHA Development, Inc. encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, FHA Development, Inc. encourages all general Construction Managers to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

FHA Development, Inc. reserves the right to reject any or all RFP responses and to waive irregularities therein, and all Respondents shall agree that such rejection shall be without liability on the part of FHA Development, Inc. for any damage or claim brought by any Respondent because of such rejections, nor shall the Respondents seek any recourse of any kind against FHA Development, Inc. because of such rejections. The filing of any response to this invitation shall constitute an agreement of the Respondent to these conditions.

Contents

SECTION A: General Terms & Conditions.....	6
SECTION B: Vendor References.....	12
SECTION C: Signature Submittal	13
SECTION D: PROJECT SUMMARY AND SCOPE OF WORK.....	16

SECTION A: General Terms & Conditions

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Respondent proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Respondent 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.
- b. A description of the Respondent's experience in providing the same or similar services as outlined in the RFP. 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 RFP.
- c. Statement should be no more than twenty (20) pages; single sided, standard, readable, print on standard 8.5x11 papers. Respondents 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 FHA Development, Inc. for completion.
- d. All Respondents shall submit one (1) paper copy of their statement of qualification as well as one (1) electronic copy on a properly labeled CD or other electronic media device. The electronic copy submitted should be submitted as a SINGLE FILE in format acceptable to Adobe in a save able format. Files contained on the CD or 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 e-mail to Fayetteville Housing Authority employees by the Respondent.
- e. RFP Responses will be reviewed following the stated deadline as shown on the cover sheet of this document. Only the names of Respondents will be available after the deadline until a contract has been awarded by FHA Development, Inc. Board of Directors. 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.
- f. Respondents shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- g. RFP Responses shall be enclosed in sealed envelopes or packages addressed to FHA Development, Inc. Attn: Finance Manager, 1 N. School Ave., Fayetteville, AR 72701. The name, address of the firm and the RFP number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. RFP Responses must follow the format of the RFP. Respondents should structure their responses to follow the sequence of the RFP as provided.
- i. Respondents shall have experience in work of the same or similar nature and must provide references that will satisfy FHA Development, Inc. Respondent may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Respondent is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead FHA Development, Inc. to declare any such term non- negotiable. Respondent's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time.

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

FHA Development, Inc.

RFP 2020-11-04, CMAR for Multifamily Development

Page 6 of 23

documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Finance Department (kyle@fayettevilleha.org). 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. FHA Development, Inc. will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. RIGHTS OF FHA DEVELOPMENT, INC. IN THIS PROCESS:

In addition to all other rights of FHA Development, Inc., under state law, FHA Development, Inc. specifically reserves the following:

- a. FHA Development, Inc. reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Respondent does not require negotiation with others.
- b. FHA Development, Inc. reserves the right to select the proposal that it believes will serve the best interest of FHA Development, Inc.
- c. FHA Development, Inc. reserves the right to accept or reject any or all RFP Responses.
- d. FHA Development, Inc. reserves the right to cancel the entire request.
- e. FHA Development, Inc. reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
- f. FHA Development, Inc. reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. FHA Development, Inc. reserves the right to make selection of the Respondent to perform the services required on the basis of the original RFP Responses without negotiation.

4. EVALUATION CRITERIA:

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

5. COSTS INCURRED BY RESPONDENTS:

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

6. ORAL PRESENTATION:

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

7. CONFLICT OF INTEREST:

- a. The Respondent 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.
- b. The Respondent shall promptly notify Kyle Powell, Finance Manager, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Respondent'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 Respondent may undertake and request an opinion to FHA Development, Inc. as to whether the association, interest or circumstance would, in the opinion of FHA Development, Inc., constitute a conflict of interest if entered into by the Respondent. FHA Development, Inc. agrees to communicate with the Respondent its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

RFP Responses may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. 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. FHA Development, Inc. will not be responsible for misdirected bids. Respondents should call the Finance Department at (479) 521-3850 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All RFP Responses shall be received in the Finance Department BEFORE the deadline stated.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Respondents 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 contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 FHA Development, Inc. encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, FHA Development, Inc. encourages all general Construction Managers to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. COLLUSION:

The Respondent, by affixing his or her signature to this proposal, agrees to the following: "Respondent 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."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. FHA Development, Inc. reserves the privilege of auditing a vendor's records as such records relate to purchases between FHA Development, Inc. and said vendor.
- b. 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 FHA Development, Inc., the (Construction Manager) 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.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful Respondent(s) agrees to indemnify FHA Development, Inc., and Fayetteville Housing Authority 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 FHA Development, Inc..

14. 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 Respondents prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 1.800.285.1121 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact FHA Development, Inc., Finance Department, immediately.

16. PAYMENTS AND INVOICING:

The Respondent 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 RFP. Further, the successful Respondent is responsible for immediately notifying FHA Development, Inc. of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. FHA Development, Inc. is very credit worthy and will not pay any interest or penalty for untimely payments. Payments can be processed through Respondent's acceptance of Visa at no additional costs to FHA Development, Inc. for expedited payment processing. FHA Development, Inc. will not agree to allow any increase in hourly rates by the contract without PRIOR FHA Development, Inc. Board of Directors approval.

17. CANCELLATION:

- a. FHA Development, Inc. reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Construction Manager in writing of the intention to cancel or with cause if at any time the Construction Manager fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the Construction Manager to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of FHA Development, Inc.
- c. In addition to all other legal remedies available to FHA Development, Inc., FHA Development, Inc. reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by FHA Development, Inc.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, FHA Development, Inc. shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to FHA Development, Inc.

18. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The CMAR shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of FHA Development, Inc. If a Respondent intends to subcontract a portion of this work, the Respondent shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the CMAR shall provide written notice to FHA Development, Inc. within thirty (30) calendar days of Construction Manager'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 FHA Development, Inc., 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 FHA Development, Inc. awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on FHA Development, Inc. to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. FHA Development, Inc.

specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in FHA Development, Inc.'s best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

FHA Development, Inc. reserves the right to request additional services relating to this RFP from the Respondent. When approved by FHA Development, Inc. as an amendment to the contract and authorized in writing prior to work, the Construction Manager shall provide such additional requirements as may become necessary.

21. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by FHA Development, Inc., signed by the successful Respondent and presented to FHA Development

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFP) DOCUMENTS:

Respondents shall use the original RFP form(s) provided by the Finance Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Respondent to enter a complete response. Any modifications or alterations to the original RFP documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of such RFP response. Any such modifications or alterations a Respondent wishes to propose shall be clearly stated in the Respondent's RFP response and presented in the form of an addendum to the original RFP documents.

23. LOBBYING:

Lobbying or communicating with selection committee members, FHA Development, Inc. employees, or elected officials regarding request for RFP Responses, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/Respondent/protestor or any member of the bidder's/Respondent's/protestor's staff, and agent of the bidder/Respondent/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 FHA Development, Inc. and shall be prohibited until either an award is final or the protest is finally resolved by FHA Development, Inc.; provided, however, nothing herein shall prohibit a prospective/bidder/Respondent from contacting the Finance 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.

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred company with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- a. Respondents shall provide FHA Development, Inc. with RFP Responses signed by an employee having legal authority to submit RFP Responses on behalf of the Respondent. The entire cost of preparing and providing responses shall be borne by the Respondent.
- b. FHA Development, Inc. reserves the right to request any additional information it deems necessary from any or all Respondents after the submission deadline.
- c. 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 FHA Development, Inc. to pay for any costs incurred by Respondent in preparation. It shall be clearly understood that any costs incurred by the Respondent in responding to this request for statements of qualification is at the Respondent's own risk and expense as a cost of doing business. FHA Development, Inc. shall not be liable for reimbursement to the Respondent for any expense so incurred, regardless of whether or not the proposal is accepted.

- d. If products, components, or services other than those described in this bid document are proposed, the Respondent must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention of Kyle Powell immediately via e-mail (kyle@fayettevilleha.org). It is the intent and goal of FHA Development, Inc. Finance 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 Respondents to be on equal terms.
- f. Any inquiries or requests for explanation in regard to FHA Development, Inc.'s requirements should be made promptly to Kyle Powell (kyle@fayettevilleha.org). 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.
- g. At the discretion of FHA Development, Inc., one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Respondent in the preparation of RFP Responses necessary to properly respond to this RFP. The RFP is designed to provide qualified Respondents with sufficient basic information to submit RFP Responses meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Respondents 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. Respondent 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.
- j. The successful Respondent shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of FHA Development, Inc. In case the successful Respondent 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 Respondent 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.
- k. The successful Respondent'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 Respondent 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 FHA Development, Inc..

26. INSURANCE:

a. Any project selected under this RFP shall require professional liability insurance in the amount of \$5 million US dollars, at minimum. Such Certificate of Insurance shall list FHA Development, Inc. as an additional insured and not be required unless firm is awarded a contract. Certificate of insurance shall be provided within 10 (ten) calendar days after contract award. FHA Development, Inc. reserves the right to provide builder's risk insurance in the event it results in a cost savings to the overall project.

- i. Professional/Comprehensive General Liability Insurance: Minimum \$5 million
- ii. Builder's Risk (if not provided by FHA Development, Inc.)
- iii. Worker's Compensation: Statutory amount
- iv. General Automotive Insurance as required by state law

27. 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 RFP Responses. The evaluation factors are as follows:

- 1. 25 Points - Specialized experience and technical competence of the firm with respect to the type of professional services required
- 2. 20 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. 10 Points - Firm's proximity to and familiarity with the area in which the project is located
- 5. 20 Points - Preconstruction Services fee proposal

In the event FHA Development, Inc. is not able to negotiate a successful contract with the selected vendor, FHA Development, Inc. 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 SIMILAR SCOPE AND SIZE (All fields must be completed):

1. _____
COMPANY NAME

2. _____
COMPANY NAME

CITY, STATE, ZIP

CITY, STATE, ZIP

CONTACT PERSON

CONTACT PERSON

TELEPHONE _____

TELEPHONE _____

FAX NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

E-MAIL ADDRESS _____

3. _____
COMPANY NAME

4. _____
COMPANY NAME

CITY, STATE, ZIP _____

CITY, STATE, ZIP _____

CONTACT PERSON _____

CONTACT PERSON _____

TELEPHONE _____

TELEPHONE _____

FAX NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

E-MAIL ADDRESS _____

SECTION C: Signature Submittal

1. Disclosure Information

Respondent shall disclose any possible conflict of interest or disclose any financial interest with FHA Development, Inc. or Fayetteville Housing Authority, including, but not limited to, any relationship with any FHA Development, Inc. or Fayetteville Housing Authority employee. Respondent 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 FHA Development, Inc. employee, Fayetteville Housing Authority employee, or elected City of Fayetteville 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 FIRM:

_____ 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.

2. Additional Information

At the discretion of FHA Development, Inc., 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 Respondent shall submit to FHA Development, Inc. a primary contact name, e- mail address, and phone number (preferably a cell phone number) where FHA Development, Inc. 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: _____

E-Mail Address: _____

3. 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 RFP documents to the same extent as though it were originally included therein. Respondents/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 AND PRINTED NAME	DATE ACKNOWLEDGED

4. 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.

5. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all Construction Managers 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.

6. 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.

7. Pursuant to Arkansas Code Annotated §25-1-503, the Construction Manager 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 contract the Construction Manager decides to boycott Israel, the Construction Manager must notify the contracted public entity in writing.

8. SUB CONSULTANTS AND TEAM INFORMATION:

Respondent hereby certifies that RFP Responses from the following consultants were used in the preparation of this statement of qualification. Respondent 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: _____ SubConstruction Manager 's Name: _____
Arkansas License No: _____
Address: _____
Date Firm Established: _____
Percentage of Work: _____

Questions regarding this form should be directed to FHA Development, Inc. Finance Department.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID#: _____ DUNS#: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Signed by : _____

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____

DATE: _____

SECTION D: PROJECT SUMMARY AND SCOPE OF WORK

1. PROJECT SUMMARY

- a. FHA Development, Inc. is accepting proposals from licensed professionals to provide construction management at risk (CMAR) services for the construction of a new multifamily development for FHA Development, Inc. The scope of work includes three buildings totaling approximately 45,000 square feet. Two of the three proposed building will include ground floor commercial shell space of approximately 4,500 square feet.
- b. FHA Development, Inc. and its development partner has selected an architectural/ engineering design team.
- c. Phasing and award: One contract will be awarded with multiple phases. Phase one will include Pre-construction services as outlined below. Phase II will include Change Order #1 for the Guaranteed Maximum price for the project.
- d. Project funding: The total project funding is to be determined but could be a combination of loans, grants, and other financing tools

2. PROJECT INFORMATION & REQUIREMENTS

- a. Request for Proposal (RFP) responses shall be submitted from one single primary Construction Manager firm with each additional contracted third party as a subConstruction Manager to the primary. The primary firm in addition to any contracted third party shall be disclosed with the RFP response and be considered the project team for the overall construction scope of the project. This requirement to provide sub- consultant professionals does not include subConstruction Manager trades for the actual construction items (Electrical, HVAC, etc.) as those items will be bid by the CMAR after contract award.
- b. FHA Development, Inc. intends to negotiate each phase as a not to exceed fee with the selected firm.
- c. It is the intent of this solicitation to enter into a mutually beneficial agreement indicated by the draft provided with this RFP.
- d. The Primary responding firm shall be experienced in constructing mixed use facilities on challenging sites. Respondents to this RFP shall submit at least three (3) similar type projects within the past 10 years that demonstrates new mixed-use facilities or similar projects. Projects listed shall have been completed by the employees/associates that will be assigned to this project.

3. SCOPE OF WORK

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 CMAR shall coordinate with the architectural team to achieve best value for the overall success of the project, including working to achieve maximum cost savings.

a. PHASE 1: Pre-Construction Services

i. Schematic Design Phase Coordination

- i. 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.
- ii. Coordinate with the architectural team to prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule to FHA Development, Inc. staff and Architect for review and approval. (15% plan review).
 - (a) After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission
 - (b) Assist architectural team in responding in writing to all City Staff comments on plans
 - (c) Assist architectural team in coordinating with private utilities and service providers

ii. Design Development Phase Coordination

- i. Assist architectural team to define and develop all trade bid packages. Those packages shall be

reviewed and approved by FHA Development, Inc. representatives prior to being released for the bidding process.

- ii. 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 FHA Development, Inc. staff for review and approval. (50% plan review). Components to include:
 - (a) Site plans, paving layouts, traffic circulation, lighting, signage, and utilities
 - (b) Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Data, Security, Access Control, Fire Protection, and landscaping
 - (c) Exterior elevations, rendering and color palette
 - (d) Building sections and details
 - (e) Interior elevations, casework, and millwork elevations
 - (f) Drainage Study and calculations, as required by City
 - (g) Report addressing all City's Design Criteria and Code requirements
 - iii. Assist architectural team in responding in writing to all City comments on plans
 - iv. Assist architectural team in coordination of final utility plans.
 - v. Facilitate with architectural team and City cost-benefit analyses to determine most cost-effective construction after evaluation of life-cycle cost impact.
- iii. **Construction Documents Phase**
- i. 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).
 - ii. Attends follow up meetings with City Development Services and Fire Marshall
 - iii. Complete final coordination with private utilities and service providers
 - iv. 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:
 - v. FHA Development, Inc. Development Services for review and approval (100% plan review)
 - vi. Assist architectural team in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
 - vii. Construction Documents/Plans, Specifications and Project Drawings shall be routed through FHA Development, Inc. Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.
- iv. **Bid Phase**
- i. Coordinate with Finance Department to ensure all procedures followed for this phase meet state laws and FHA Development, Inc. Purchasing Policies. All sub bids will be advertised and bid by FHA Development, Inc.'s Purchasing Division
 - ii. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to FHA Development, Inc. [PM (1), Purchasing (1) and interested bidders]. Documents should be made available to any interested party electronically at no cost.
 - iii. Provide distribution of plans to all interested parties.
 - (a) Maintain open communication with FHA Development, Inc. Finance Department throughout the bidding process.
 - (b) Distribution of all documents shall be done in a fair and unbiased manner while keeping all interested parties on equal terms.
 - (c) Document and keep an updated accurate record of plan holders and provide updated listings to all interested parties in a timely manner.

- (d) All questions and inquiries shall be directed to FHA Development, Inc.'s Finance Department and made in the form of an addendum and shall be provided to all interested parties at the same time by the Finance Department.
- iv. Coordinate with FHA Development, Inc. Finance Department during pre-bid meeting, facilitate and attend the Bid Openings conducted by Finance Department.
- v. Maintain open communication with FHA Development, Inc. Finance Department during any process involving Request for Information (RFI).
- vi. Any addenda shall be provided to the Finance Department, for coordination with FHA Development, Inc. 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.
- vii. 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 at the same time and manner as other interested parties.
- viii. In an effort to facilitate the bid opening in a vendor neutral space, the bid opening shall be held at FHA Development, Inc. 1 N School Ave, at a time and date coordinated in advance with FHA Development, Inc. Finance Department.
- ix. Assist with design of Bid Proposal
- x. Review Architect's Recommendation of Award Letter that includes the following required content (and assist with):
 - (a) Check for math errors and reconcile any mathematical discrepancies.
 - (b) Review for unbalance bid items.
 - (c) Coordinate with FHA Development, Inc. Purchasing Division in finalizing a Certified Bid Tabulation including Engineer's estimate.
 - (d) Review of Construction Manager's financial standing and references provided.
 - (e) Explanation of discrepancies between the Engineer's estimate and bids.
 - (f) Meeting with FHA Development, Inc. to provide a formal written recommendation of award.
 - (g) Attend FHA Development, Inc. Board of Director meeting(s) for the recommendation for award of Contract(s) for Construction.

b. Phase II Guaranteed Maximum Price and Construction Administration Phase

- i. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.
 - i. Conduct regular Owner, Architect, CM meetings as jointly determined by CMAR, FHA Development, Inc., and Architect.
 - ii. Coordinate with FHA Development, Inc. and Architect on all Request for Change RFP Responses, Change Orders, etc. including maintaining a log of all such documents.
 - iii. FHA Development, Inc. intends to provide regular project management services. Architect will provide field services, progress meetings, and progress payment review and assistance on a bi-monthly basis.
 - iv. Review and address site visit report from the architectural team at least one (1) time per month.
 - v. 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.
 - vi. FHA Development, Inc. representative (Executive Director) shall be notified to attend all on-site meetings, review, and approve all pay requests, and change order review prior to approval.

c. Project Close Out

- i. Provide Warranty Services during the entire Warranty Period. Architect to issue Warranty Reports and review items after the CM has notified FHA Development, Inc. that these items are complete.
- ii. Provide support services as needed during the project close out process.
- iii. Provide close out submittal to the architectural team for completeness before transmitting to FHA Development, Inc. which include but are not limited to:
 - i. Construction Manager's red lines and as-built notes
 - ii. Warranty information
 - iii. Material Safety Data Sheet (MSDS)
 - iv. Operating Manuals
 - v. Start up and testing reports
 - vi. Building commissioner report
 - vii. As-Built record drawings (in hard copy and digital format)
 - viii. 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.
 - ix. Consent of Surety
 - x. Release of Liens

4. PROFESSIONAL SERVICES AND ADDITIONAL REQUIREMENTS:

- a. Professional Services:
 - i. Any entity responding to this RFP shall be a current licensed Construction Manager with the State of Arkansas Construction Manager's Licensing Board. Failure to hold a current Construction Manager's license shall result in submittal rejection. All subConstruction Manager s on the project shall be properly licensed by the State of Arkansas Construction Manager's Licensing Board.
 - ii. Any industry standard cost share or savings incentive practices desired for discussion during contract negotiations should be disclosed with RFP response.
 - iii. 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 RFP shall not include price.
 - iv. Estimating
 - v. 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 FHA Development, Inc. after being file marked at the Washington County Circuit Clerk's Office.
 1. Construction contracts for the project shall not be entered into between the CM and sub- Construction Manager 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.
 - vi. After contract award, the awarded CM shall furnish a certificate of insurance showing that insurance policies are carried in amounts acceptable to FHA Development, Inc. Forms of insurance shall be, Comprehensive General Liability, Builder's Risk, Property Damage Insurance, Worker's Compensation, and Automobile coverage. 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 FHA Development, Inc. as an additional insured. FHA Development, Inc. reserves the right to bind builder's risk insurance for this project in the event it results in a cost savings to FHA Development, Inc.
 - vii. Ensure all funds spent are in accordance with State of Arkansas procurement laws.
 - viii. Project and change order pricing
 - ix. Street Demolition

- x. Schedule control
 - xi. Cost reduction and control
 - xii. Project coordination
 - xiii. Project close out
 - xiv. Warranty
5. Submittal Requirements: The RFP 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.
- a. Title Page: Show the name of agency/firm, address, and telephone number, name of contact person, date, and subject: RFP 2020-11-4.
 - b. Table of Contents: Include a clear identification of the material by section and by page number.
 - c. 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.
 - d. 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.
 - e. Specialized and Past Experience: Provide information regarding your past experience in providing the services requested in this RFP 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.
 - f. Schedule: Submitter shall provide a general schedule for the completion of the scope of the specified project.
 - g. 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.
6. Items to Specifically Include with Response: Responses shall include the following in addition to other requirements specified.
- a. Prior experience constructing or renovating buildings under the LEED ratings system.
 - b. Statement regarding understanding of pre-construction services and approach to billing for pre-construction services. Included as part of this statement should include a clear definition of understanding for what a Guaranteed Maximum Price (GMP) means.
 - c. Records of management teams on similar projects with timely completion, and high-quality workmanship.
 - d. 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.
 - e. Specific experience and capabilities of working with Building Information Modeling (BIM) software.
 - f. Current and projected workload
 - g. Current maximum bonding capacity and rate
 - h. Proof of licensure from the State of Arkansas Construction Manager's Licensing Board

5 months design, 14-month construction

Date	Time	Description
November 4 th , 8 th , & 15 th , 2020	N/A	Advertisement for RFP
Wednesday, November 18, 2020	2:00 PM CST	Pre-submission conference via Zoom
Monday, November 23, 2020	2:00 PM CST	Last inquiry opportunity
Monday, November 30, 2020	2:00 PM CST	Latest addendum update to RFP
Friday, December 4, 2020	10:00 AM CST	Submission due date
Week of December 7-11, 2020	N/A	Interviews with shortlisted firms
Monday, December 14, 2020	N/A	Presentation to FHA Development, Inc. Board
December 15, 2020	N/A	Contract negotiations

All interested parties are advised, all contact between interested parties and FHA Development, Inc. shall be through FHA Development, Inc. Finance Department. Interested parties are strictly forbidden to discuss this project with any Fayetteville Housing Authority Staff member or FHA Development, Inc. Board Member.