REQUEST FOR QUALIFICATIONS

Construction Manager At Risk

New Kansas City Mental Health Hospital

Kansas City, Missouri

Date Issued: September 11, 2026

Project No.: M2522-01

STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION

Facilities Management, Design and Construction

REQUEST FOR QUALIFICATIONS (RFQ)
FOR CONSTRUCTION MANAGER AT RISK (CMR)
WITH GUARANTEED MAXIMUM PRICE (GMP)

OWNER:

The State of Missouri
Office of Administration,
Division of Facilities Management,
Design and Construction ("OA-FMDC")
Jefferson City, Missouri

PROJECT TITLE AND NUMBER:

New Kansas City Mental Health Hospital
Kansas City, Missouri
Project No.: M2522-01 ("Project")

SUBMISSION OF STATEMENTS OF QUALIFICATIONS:

Until: **1:30 PM, October 8, 2026**

To: State of Missouri, Office of Administration
Division of Facilities Management,
Design and Construction
Attn: Paul Girouard
301 West High Street, Room 730
Jefferson City, MO 65101

PUBLIC OPENING: **1:35 PM, October 8, 2026**
State of Missouri, Office of Administration
Division of Facilities Management, Design and Construction
301 West High Street, Room 750
Jefferson City, MO 65101

POINTS OF CONTACT: **Jared Cook, P.E., FMDC PMU Section Leader**
Phone: (573) 690-6733
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Paul Girouard, FMDC Contract Specialist
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Email: Paul.Girouard@oa.mo.gov

Firms must direct all contact and questions regarding this RFQ and the Project to the point of contacts listed above. Firms **are prohibited** from directly or indirectly communicating about this RFQ or the Project with any other state employee, agency, or University Health employees during this procurement process. Any violation of this provision will result in disqualification of the Firm from the procurement process.

Request for Qualifications (RFQ) information and addenda may be obtained at no cost for electronic sets on the FMDC website at https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans or for a fee at American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203, Phone (573) 446-7768, Fax (573)355-5433.

GENERAL INFORMATION:

- The State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction (referred to herein as "Owner" or "OA-FMDC") is requesting Statements of Qualifications (referred to herein as "SOQ") from qualified and interested companies to provide Construction Manager at Risk ("CMR") services, within a Guaranteed Maximum Price (GMP), for construction of a new Kansas City Mental Health Hospital in Kansas City, Missouri.
- The selection of a CMR will take place in two steps, in accordance with **Sections 8.690 and 67.5050, of the Revised Statutes of Missouri (RSMo).**

Firms desiring to provide CMR services for the project shall submit statements of qualifications containing the documents and information indicated herein. Failure to include all required information may result in the qualifications being rejected and not scored.

Section 1.0 Project Information

1.1 Overview:

It is the Owner's intent to obtain CMR services for the construction of a 200+ bed mental health hospital in Kansas City, Missouri.

1.2 Background Information:

The Department of Mental Health (DMH) is seeking to expand its capacity to deliver patient care in the Kansas City area. The Center for Behavioral Medicine (CBM), originally designed for long-term care, has reached maximum capacity and can no longer support patient care aligned with DMH's long-term vision. The new hospital will be owned by the State of Missouri and will be operated by DMH and University Health (UH).

1.3 Design Status:

The Project is currently in Design Development phase, with a schematic design submittal received in June 2026.

1.4 Other Project Information:

a. Total Allowable for Construction (AFC): $230 Million

The "Total Allowable for Construction" for this Project is $230 Million. "Allowable for Construction" is defined as the total budgeted amount to construct all elements of the Project designed or specified by the Designer, including all furniture, fixtures and equipment ("FFE"). While this AFC includes all proposed subcontractor costs, it excludes any fees for design or CMR services.

b. Designer and Architect of Record for the Project:

HDR Architecture, Inc.
4801 Main Street, Suite 450
Kansas City, Missouri 64112

c. Commissioning Consultant: To Be Determined

d. Anticipated Construction Start: Construction is expected to begin in 2nd quarter of 2027.

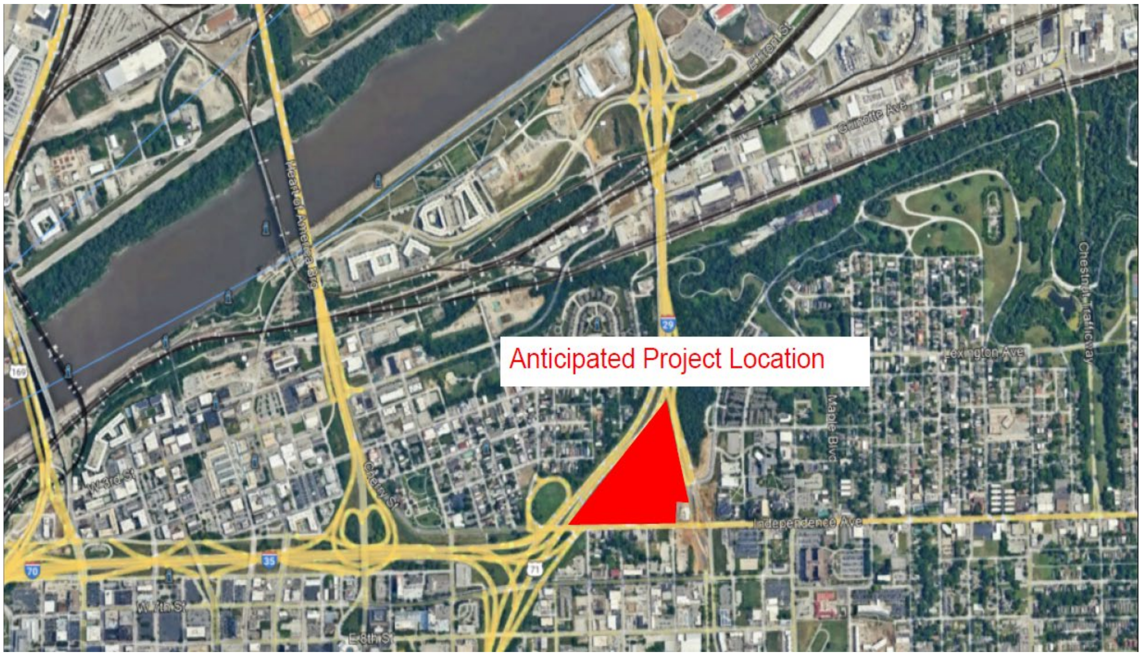
e. Expected Project Duration: 2 years for design, 3 years for construction

f. Substantial Completion: The CMR will be required to substantially complete the project no later than **June 30, 2030.**

g. Funding: This project is fully state funded.

h. Liquidated Damages: $2,000 per working day

i. Location of Project: Northwest Corner of Paseo and Independence Drive



<u>Section 2.0 Construction Manager at Risk Services</u>

The Construction Manager at Risk will provide Preconstruction, Bidding, Construction, and Post-Construction Phase services for the duration of the Project. Below is a brief, non-exhaustive description of the services that the CMR shall be expected to provide during each phase. A draft contract containing detailed terms and conditions will be issued with the RFP as outlined below. In the event of any conflict or inconsistency among the procurement documents, the terms of the draft contract and the RFP shall govern and take precedence over this RFQ.

<u>2.1 Preconstruction Phase:</u>

During the Preconstruction Phase the Firm must provide a minimum of two (2) designated staff members with decision-making authority that are experienced in all aspects of preconstruction services to collaborate with the Designer and Owner during the Design Development, and Construction Document phases. The two designated staff must participate in all phases of project development providing real-time input and assistance in phasing, planning and design-related decision-making. To ensure continuity, these personnel shall remain assigned to the Project for the duration of the Preconstruction Phase unless otherwise approved by the Owner. In addition, the Firm must provide the following services during this Phase:

a. <u>Meeting Attendance and Documentation:</u>
   - Attend all project meetings from execution of the CMR contract until the formal commencement of construction.
   - Prepare, document, and distribute comprehensive minutes for all meetings attended, coordinating with the Designer to resolve any discrepancies in the record.

b. <u>Estimating, Value Engineering, and Risk Management:</u>
   - Prepare, updated, and maintain cash flow projection through completion of the Work.
   - Provide detailed and ongoing construction and cost estimates throughout each phase of design

- Provide detailed, independent cost estimates for each early bid package issued prior to establishment of the GMP.
- Provide comparative cost estimates of various design options contemplated by the Designer.
- Provide continuous value analysis and value engineering services, offering alternative materials, methods, and solutions to ensure cost-effective design without sacrificing quality.
- Identify and assist in developing bid alternates for consideration by the Owner during the Design Development Phase.
- Identify and assist in developing potential alternates for late acceptance by the Owner as CMR contingency funds become available.

c. <u>Risk Management:</u>
- Establish, maintain, and update a Project Risk Register at each design milestone and prior to bidding each subcontractor package, identifying potential budget, schedule, regulatory, and logistical risks.
- The Project Risk Register must assign a probability and cost/schedule impact to each risk and detail proactive mitigation strategies for each.
- The CMR must collaborate with the Owner and Designer to align the Risk Register with the Project's contingency funds, ensuring that known risks are financially accounted for prior to the finalization of the GMP.

d. <u>Constructability and Quality Assurance Review:</u>
- Provide a comprehensive, detailed constructability review within 10 calendar days of completion of the Design Development Phase and continuously throughout the development of the Construction Documents. The CMR shall deliver a written report to the Owner evaluating:
    - site planning, phasing, staging, and logistics plans to ensure safe and continuous vehicular and pedestrian traffic;
    - detailed procedures for managing site access and perimeter security;
    - construction activity impact, including a comprehensive risk analysis, on adjacent neighborhood, buildings, shared spaces, and occupants;
    - structural, building envelope, and mechanical, electrical, plumbing, fire protection components and associated value engineering;
    - interior finishes for durability, availability, cost-effectiveness, and installation logistics and associated value engineering;
    - Report shall also provide recommendations/propose solutions to any noted concerns, deficiencies, conflicts observed within the construction documents.
    - Perform thorough quality assurance reviews to ensure the overall completeness, clarity, and coordination of specifications, drawings, sections, and design details across all engineering and design disciplines. The review shall identify and resolve all conflicts, score gaps, and omissions to minimum subsequent change orders.
    - Prior to executing the Guaranteed Maximum Price (GMP) Amendment, the CMR shall submit a written certification to the Owner confirming that they have completed these constructability and coordination reviews, and that the Construction Documents are complete, coordinated, and sufficient for the execution of the Work without scope gaps or omissions.

e. Scheduling:

- Provide and maintain a procurement schedule for all materials and equipment, specifically highlighting long-lead times exceeding ninety (90) days, or items deemed schedule-critical by the Owner, Designer, or CMR.
- Provide a bid schedule depicting anticipated bid packages and their projected issuance for release dates. This schedule must align with the Designer's schedule and shall be adjusted and updated as the design phases progress.
- Develop and maintain a detailed construction schedules utilizing Critical Path Method (CPM) scheduling techniques published by the Associated General Contractors of America (AGC). The schedule shall be submitted in both PDF and native software formats (e.g. Primavera P6 or MS Project) for Owner review.

2.2 Bidding:

During the Bidding Phase the Firm must do the following:

- Develop and submit for Owner approval a comprehensive subcontractor prequalification plan, outlining objective requirements and evaluation criteria to ensure a competitive and capable bidding pool.
- Publicly advertise for bids or proposals for all trade package work in accordance with Sections **8.690**, **67.5050 and 8.250, RSMo.**
- Only minor work not included in a trade package is not subject to public bid.
- The CMR will not be allowed to self-perform trade package work.
- All notices for advertising and all applicable documentation illustrating how the awarded subcontractor or supplier will be determined must be reviewed by OA-FMDC Contract Services Group and OA-FMDC Project Manager prior to publication of the bid or award.
- Ensure all trade bid packages incorporate required State of Missouri public works statutes, including but not limited to Prevailing Wage (Chapter 290, RSMo), OSHA 10-Hour Training (Section 292.675, RSMo), and E-Verify (Section 285.530, RSMo).
- The CMR shall review all trade package bids and proposals received and provide the Owner and Designer with a complete bid tabulation. The CMR shall consult with the Owner and Designer to select the subcontractors that provide the best value to the State. If the recommended subcontractor is not the lowest priced bidder, the CMR must provide a written justification for the selection.
- Submit a formal GMP Proposal to the Owner. The GMP Proposal must include:
    - A detailed Schedule of Values.
    - An itemized list of the specific drawings, specifications, and addenda upon which the GMP is based (the "Basis Documents").
    - A detailed log of all specific contingencies, allowances, and general conditions included in the GMP.
    - A list of all assumptions, clarifications, and exclusions.
- The GMP shall be established by the CMR only after the Owner, the Designer and the CMR agree that the development of the Construction Documents have progressed to an acceptable level but no later than 50% of the AFC being awarded. The final GMP will be incorporated into the CMR contract by amendment.

- The CMR shall assume all responsibility for all costs of construction in excess of the executed GMP. If the final cost of the work is less than the GMP, then the savings, including all unspent contingencies and allowances, will be refunded in full to the Owner.
- Provide performance and payment bonds on the Owner's standard form, in compliance with Section 107.170, RSMo. A performance and payment bond must be provided for the full amount of the cost of work for early bid packages and subsequently for the value equal to the GMP once it is incorporated into the CMR contract by amendment.

2.3 Construction Phase:

During the Construction Phase the Firm must do the following:

- Provide all services as described in the RFP, the contract, early release orders, if applicable, and the amendment establishing the GMP.
- Provide a full-time, experienced project management and superintendent team on-site to direct, sequence, and coordinate all subcontractor activities.
- Be solely responsible for the development, implementation, and enforcement of a comprehensive site safety and security program in compliance with OSHA and all applicable state and federal regulations.
- Monitor and maintain the CPM construction schedule. Provide the Owner and Designer with monthly schedule updates. If the Project falls behind schedule, the CMR shall develop and implement a recovery schedule at no additional cost to the Owner.
- Maintain a detailed log of all expenditures, remaining allowances, and the CMR Contingency. Submit monthly reports tracking actual costs against the GMP Schedule of Values.
- Manage the Request for Information (RFI), Submittal, and Change Order processes. The CMR shall evaluate all subcontractor requests for additional time or money before presenting any formal Change Order requests to the Owner and Designer.
- Implement a quality assurance and quality control program. A quality assurance and quality control plan must be provided to the Owner for review and approval within 20 business days of the CMR contract being executed.
- The CMR shall inspect subcontractor work daily, promptly reject non-conforming work, and ensure all construction strictly adheres to the Construction Documents.
- Review and approve all subcontractor payment applications. The CMR is strictly responsible for collecting and submitting all required Missouri Prevailing Wage certified payrolls, partial lien waivers, and supplier releases with every monthly payment application submitted to the State.

2.4 Post-Construction Phase:

During the Post-Construction Phase the Firm must do the following:

- Provide all services related to warranty and guarantees during the entire Guarantee Period.

- Coordinate with the Designer and Owner to establish Substantial Completion. The CMR shall manage, complete, and close out all punch list items within the timeframe dictated by the Contract.
- Project Turnover & Deliverables: Collect, organize, and submit all required closeout documentation prior to Final Payment. This includes, but is not limited to, comprehensive As-Built (Record) Drawings, Operation and Maintenance (O&M) manuals, final lien waivers, and fully executed subcontractor warranties.
- Coordinate and oversee all required training sessions for OA-FMDC facility management and maintenance staff regarding the operation of new building systems and equipment.
- Conduct a final, open-book financial accounting and audit with the Owner to reconcile the final cost of the work against the GMP. Any unspent contingencies, allowances, or overall project savings shall be returned in full to the Owner via a final deductive change order.
- Act as the Owner's single point of contact for all warranty and guarantee claims during the entire Guarantee Period. The CMR shall ensure subcontractors promptly correct any defective work.

Section 3.0 CMR Selection Process

The CMR will be selected using a two-step process:

3.1 Step 1 – Request for Qualifications (RFQ): The first step in the selection process shall consist of the review, evaluation, and ranking of each firm's written SOQ. **SOQs shall not include fees or prices, and no cost information will be evaluated at this stage. The disclosure of any cost or pricing information at this stage shall result in the immediate disqualification of the firm's proposal.**

This shall be a competitive process with points awarded for each category of the selection criteria, as set forth below. The Owner will utilize an evaluation committee to evaluate the written proposals submitted and establish a preliminary ranking of the firms. Five or fewer firms with the highest preliminary ranking based on the firms' SOQs will be selected to interview in-person.

The Owner will utilize the same evaluation committee to conduct and evaluate the in-person interviews. The interviews will be scored independently based on the interview criteria set forth below. Following the interviews, each firms SOQ score (up to 100 points) and Interview Score (up to 100 points) will be combined and averaged to establish its Step 1 score (up to 100 points). At least two but no more than five firms with the highest-ranking Step 1 score will be invited to participate in Step Two.

3.2 Step 2 - Request for Proposals (RFP): In the second step, the RFP documents will be issued to the firms selected as most qualified based on evaluation of the SOQs and interviews. The selected firms shall submit their cost proposal in a sealed envelope. The cost proposal shall include the firm's Preconstruction Phase fee, Construction Phase percentage fee, lump sum cost for fulfilling the general conditions, cost of insurance, and cost of performance and payment bonds, as set forth in the RFP. Any bonus points awarded pursuant to Section 34.074 will be awarded in Step 2.

Within 45 days after the date of opening of cost proposals, the Owner shall evaluate and rank each cost proposal submitted.

Scoring results for Step 1 and Step 2 will be made available after the Owner has executed a contract with the successful Firm or all Proposals are rejected.

3.3 Evaluation and Scoring:

Available Points: The final evaluation and selection of the CMR will be based on a 200 total cumulative point system, broken down as follows:

STEP 1 SCORE

- Scoring of SOQ and In-Person Interview - (100 points) – Up to 100 points will be awarded by the evaluation committee based on the average of each Firm's SOQ written submission score (Table 1) and In-Person Interview score (Table 2).

Table 1: Scoring Criteria for Written Submission	Points Available
Tab 1: Team Experience & Past Performance	20
Tab 2: Project Management/Preconstruction Services	25
Tab 3: Construction Management/Construction Administration	25
Tab 4: Team Qualifications and Organization	15
Tab 5: Safety & Security Program	10
Tab 6: Bonding capability	5
TOTAL POINTS AVAILABLE	**100**

Table 2: Scoring Criteria for In-Person Interview	Points Available
Project Understanding & Site-Specific Approach	30
Key Personnel Competency & Team Dynamics	30
Value Engineering Strategy	20
Spontaneous Problem Solving & Q&A Responses	20
TOTAL POINTS AVAILABLE	**100**

STEP 2 SCORE

- Scoring of Cost (100 points) – Up to 100 points will be awarded based on the sum total of the Preconstruction Phase fee, Construction Phase fee, the lump sum for fulfilling the general conditions, and the cost of insurance and performance and payment bonds. For evaluation purposes, the Construction Phase percentage fee will be multiplied by the AFC to establish the overhead and profit component of the price. The lowest total price submission will receive 100 points. Ascending price submission totals from other firms will be awarded price points on a pro rata basis as follows:

Price Score = (Lowest Price Bid / Firm's Price Bid) x 100 points

- This project's specific goals are: **MBE 0%**, **WBE 0%**, **SDVE 3%, or HDVE 3%**. NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity, or SDVE(s)/HDVE(s) meeting the requirements of Section 34.069, RSMo, Section 34.074, RSMo, and 1 CSR 30-5.010, as of the date of bid opening can be used to satisfy the MBE/WBE/SDVE/HDVE participation goals for this project. **This will be required for all future subsequent bid packages.**

Best Value: The Owner will select the firm that offers the best value based on the published selection criteria and evaluation. The firm with the highest combined point total (Step 1 score + Step 2 score) will be deemed to provide the best value and will be the apparent successful firm.

Contract Negotiation: The Owner will engage in negotiations with the apparent successful firm to establish final contract terms. If the Owner is unable to negotiate a satisfactory contract with the apparent successful firm, negotiations will cease, and the Owner will negotiate with the next highest ranked firm and so on until an acceptable contract is reached or negotiations end. The Owner will make the determination as to when negotiations are at a stalemate and are no longer productive.

3.4 Selection Schedule: The Owner's anticipated schedule for the selection process is as follows (subject to change):

RFQ Release	*September 11, 2026*
Deadline for Questions	*Noon September 30, 2026*
Distribute Final Addendum	*October 1, 2026*
Statements of Qualifications Due	*October 8, 2026*
Notify Shortlisted Firms of Interview Schedule	*October 15, 2026*
Interview Schedule	*October 21-22, 2026*
Issue Request for Proposal	*October 26, 2026*
Deadline for Proposal	*Noon - November 10, 2026*
Apparent Successful Notifications	*3pm - November 10, 2026*

Section 4.0 Statement of Qualifications Requirements

Each firm shall provide the following information, at a minimum, in its Statement of Qualifications:

4.1 Cover Letter of Interest, including the following certification:

Each firm shall include a brief statement of their interest in this project along with the following information:

a. Name and Address of Firm:
b. Include the domicile state of the firm:
   (A bidder is considered domiciled in Missouri if its principal place of business headquarters or main office) is located within the State of Missouri.
c. Joint Ventures ("JV") shall indicate the domiciled state for each firm comprising the JV.
d. Title/Position:
e. Telephone Number:
f. E-mail Address:
g. Name, Telephone and E-mail of Primary Point of Contact regarding this RFQ
h. Certification (the text of the following certification must be included in the Cover Letter): *"I certify that I am authorized to represent the firm named below and that the statements contained in this Letter of Interest and submitted qualifications are true and correct:"*

i. Authorized Person (printed) along with a Signature

4.2 Tab 1 - Team Experience and Past Performance:
This section will be evaluated based on the CMR Team's demonstrated experience on comparable projects, including collaboration history and project outcomes.

a. Identify and summarize the firm's four (4) most recent and relevant CMR projects that are comparable in size, type, scope, and complexity to this project. Include a brief discussion of project outcomes, challenges encountered, and lessons learned. For each of the four (4) referenced projects, include:
    - A general description of the scope of work and construction type.
    - Original contract amount v. final contract amount (including the total value and percentage of change orders).
    - Original completion date v. actual completion date.
    - Direct contact information for the Owner (names, titles, email addresses, telephone numbers). *Note: The Owner reserves the right to contact these references; inaccurate or non-responsive contact information may result in a lower score.*
    - The personnel listed in response to Tab 4 that held leadership roles on the projects and the role(s) he/she held.
b. Provide a record of disputes, claims, or litigation on past projects within the last 5 years. Include the nature of the issue, parties involved, resolution approach, and outcome.
c. Describe how your firm(s) proactively manages risk and resolve conflicts. If no disputes exist, submit a certified statement to that effect.
d. Summarize the firm's track record in completing projects on time and within budget. Highlight specific successes and explain any deviations from original schedules or budgets, including corrective actions taken.
e. Disclose whether your firm has experienced any subcontractor defaults, bankruptcies, or terminations for cause within the last five (5) years. Describe how your firm managed these defaults to protect the project budget and schedule.
f. Identify any projects your firm has contracted with the State of Missouri (including OA-FMDC, MoDOT, MO Department of Conservation, or state universities) within the last seven (7) years. The Owner reserves the right to evaluate the firm's past performance by consulting the relevant agency or school and considering historical project records.

By submitting a proposal, each Firm explicitly grants the State of Missouri and the evaluation committee permission to contact any and all references listed, as well as any other past clients of the firm, and authorizes those references to release candid performance evaluations to the firm without liability.

4.3 Tab 2 – Project Management/Preconstruction Services:

This section will be evaluated on the Team's proposed management approach, strategies for schedule and budget control, and ability to address project challenges proactively.

a. Provide a summary of the firm's methodology and practices that will be utilized in managing and executing this project during Preconstruction, including meeting the completion schedule and within the available budget. Include strategies for maintaining the project schedule and staying within the available budget.

b. Describe your firm’s approach to Value Engineering. Explain how you collaborate with the Designer to offer alternative solutions that maintain design intent and optimize long-term life-cycle costs for the Owner.

c. Describe your firm’s approach to continuous cost modeling and estimating throughout the Design Development, and Construction Document phases. Specifically address:

    a. How your firm manages market volatility, escalation, and long-lead supply chain issues.
    b. Your methodology for developing the GMP, including how you calculate and manage the CMR Contingency and Owner Allowances.
    c. How your firm conducts "open-book" estimating and reconciles costs with the Owner and Designer.

d. Describe any unique management strategies, tools, services, and the value that your firm’s management will bring to the project. Highlight how these approaches will enhance quality, efficiency, or collaboration.

e. Describe how the firm, as CMR, will interact with the Owner and Designer to provide input and support during design.

f. Describe how the firm will prequalify trade contractors, if needed, structure bid packages, and plan for the succession of bid package releases. Include your approach to encouraging participation by local contractors and ensuring compliance with Sections 34.074 and 34.069 RSMo.

g. Identify and describe the top three (3) critical risks, issues, or challenges your team anticipates during the design, permitting, and bidding phases of *this specific project*. Explain the proactive mitigation strategies your team will implement to address each risk.

h. Identify the specific project management, scheduling, and estimating software platforms your firm will utilize on this project. Highlight how these tools provide real-time transparency, document control, and enhanced communication for the Owner.

4.4 Tab 3 – Construction Management / Construction Administration:
This section will be evaluated on the Team’s proposed management approach, strategies for schedule and budget control, and ability to address project challenges proactively.

a. Provide a summary of the firm’s methodology for managing the physical construction site. Describe your approach to site logistics, staging, security, and minimizing disruptions to the surrounding neighborhood and ongoing State operations.
b. Describe your process for leading weekly coordination meetings, managing daily workflows, and resolving disputes or scope-overlap issues between trades without impacting the Owner.
c. Describe your methodology for maintaining the Critical Path Method (CPM) construction schedule. Explain your firm’s process for schedule recovery and what steps would be taken when a subcontractor falls behind schedule to ensure the completion date is not compromised and one subcontractor’s delay does not impact other trades.
d. Describe your procedures for managing the GMP and CMR Contingency during construction. Explain your process for receiving, scrutinizing, and validating subcontractor Requests for Information (RFIs) and Change Order requests to ensure the State is not exposed to frivolous claims or unjustified cost increases.

e. Identify and describe the top three (3) critical risks or physical challenges anticipated during the actual construction and closeout phases of *this specific project*. Explain the proactive mitigation strategies your team will implement on-site.
f. Describe your firm's quality assurance and quality control program. Explain how your site team will conduct daily inspections, manage mock-ups, promptly document and correct deficient work, and interact with the Designer and Owner's third-party testing/commissioning firms to ensure strict adherence to the plans and specifications.
g. Explain how your firm will manage the closeout phase. Address your processes for:
    a. Achieving Substantial Completion and completing the Punch List.
    b. Delivering As-Built (Record) Drawings, O&M manuals, and Owner training logs.
    c. Conducting the final "open-book" financial audit and reconciliation to return all unspent contingencies and savings to the State.
    d. Warranty Management: Describe your system for tracking and resolving warranty items during the warranty period.

4.5 Tab 4 – Qualifications of Key Personnel/Team Organization and Experience:
This section will be evaluated on the qualifications, availability, and roles of key personnel, as well as the clarity and effectiveness of the proposed team structure.

a. Identify the specific individuals who will serve in the key personnel roles for each of the Project's phases. Attach a one-page resume for each, highlighting:
    - Years of experience in the construction industry and years with their current firm.
    - Relevant experience on comparable projects (specifically identifying their exact role on those projects).
    - Professional certifications, licenses, and relevant education.
b. Provide a clear description of each key personnel's roles, responsibilities, and decision-making authority. Include a Team Organization Chart that identifies reporting relationships, the escalation matrix for resolving issues, and the single point of contact accountable for the Project's success.
c. Provide a comprehensive disclosure of the current and projected workload for each proposed key personnel member.
    - List all other active projects to which these individuals are currently assigned.
    - Include a bar chart illustrating the timing, duration, and percent Full-Time Equivalent (FTE) involvement of each individual throughout both the Preconstruction and Construction phases of *this* Project.
d. Provide evidence of prior successful collaboration between the key personnel on projects of similar scope and complexity. Highlight specific outcomes and successes from their joint project history.
e. By submitting this proposal, the firm guarantees that the key personnel named herein will be the individuals assigned to the Project and that these specific individuals will represent the firm at the Step 1 Evaluation Interview.
    - The CMR may not reassign, transfer, or replace key personnel without the prior written, explicit approval of the Owner.
    - In the event of unavoidable personnel changes (e.g., termination of employment, severe illness), the CMR must provide a replacement with equal or superior qualifications, subject to the Owner's absolute right of refusal. Unauthorized changes to key personnel shall constitute a material breach of contract.
f. Describe the firm's capacity and approach to maintaining continuity in the event of unavoidable personnel changes.

4.6 Tab 5 - Safety Program:
This summary should demonstrate proactive measures and compliance strategies to maintain a safe and secure work environment.

OA-FMDC places a high priority on safety and site security and expects the CMR and all subcontractors to demonstrate a strong commitment to maintaining a safe work environment throughout the duration of the Project.

a. Provide the firm's Workers' Compensation Experience Modification Rate (EMR), OSHA Total Recordable Incident Rate (TRIR), and OSHA Lost Workday Incident Rate (LWIR) for each of the past three (3) years.
b. Provide a summary of the safety program that will be implemented for this project. Include the following:
    - Overview of the Firm's safety philosophy and culture
    - Oversight and coordination of subcontractor safety compliance on-site methods and frequency for engaging workers in safety practices (e.g. toolbox talks, incentives, reporting systems, etc.) Provide a summary of anticipated site security measures to be taken and maintained throughout the duration of the project.

4.7 Tab 6 – Bonding Capability and Reference

Each firm must provide the following:

a. An affirmative statement confirming the firm's available bonding capacity is sufficient to provide 100% Performance and Payment Bonds for the estimated construction budget of this specific Project.
b. The firm's current single-project bonding limit and total aggregate bonding limit.
c. Confirmation that the surety company issuing the bonds is:
    - Duly licensed and authorized to conduct business in the State of Missouri.
    - Listed on the current U.S. Department of the Treasury's Circular 570 (approved sureties).
    - Rated "A-" (Excellent) or better with a Financial Size Category of VIII or higher by A.M. Best Company.
d. The letter must be issued on the surety's official letterhead, signed by an authorized Attorney-in-Fact, and must include a certified and current Power of Attorney document proving the agent's authority to bind the surety.

(Note: Letters from insurance brokers that do not include the explicit commitment and Power of Attorney from the actual surety company will be considered non-responsive.)

4.8 <u>In-Person Interview Scoring Criteria</u>:

a. Project Understanding & Site-Specific Approach: Evaluates the team's comprehension of the Owner's intent, the unique constraints of the site (e.g., staging, neighborhood impact, phasing, site security), and the Firm's tailored approach to managing the construction schedule.

b. Key Personnel Competency & Team Dynamics: Evaluates the individuals who will be assigned to the project full-time (specifically the proposed Project Manager and Superintendent). The Committee will assess their communication skills, their demonstrated experience on similar state/public works projects, and the cohesiveness of the team.

c. Preconstruction & Value Engineering Strategy: Evaluates the firm's specific strategy for collaborating with the Designer and Owner during the design phase. Specifically, measures if the Firm's team effectively identify scope gaps, control budget creep, and offer actionable Value Engineering solutions without compromising the project's quality or operational goals.

d. Spontaneous Problem Solving & Q&A Responses: Evaluates the team's ability to think critically and provide clear, realistic solutions to unscripted questions or hypothetical project scenarios posed by the Evaluation Committee during the Q&A period.

Note: A fee matrix detailing services to be included in each category of work will be issued in the RFP documents. All information submitted by the Firm in its Statement of Qualification with respect to project specific organizational structure, staffing, and other selection criteria, in addition to the RFP/Step Two documents, shall be utilized to establish the basis for the Step Two Proposal pricing. Following contract award, the Successful Firm shall be required to provide, at a minimum, all staffing and services detailed in the firm's Statement of Qualifications and as otherwise required by the contract documents.

Section 5.0 Submittal:

5.1 Format: Each firm shall submit:

To support the State of Missouri sustainability initiatives and to facilitate ease of recycling, please adhere to the following binding guidelines:

a. One electronic copy on a flash drive
b. Eight (8) spiral bound hard copies consisting of a maximum of forty (40) double-sided 8 ½ x 11 pages, not including the letter of interest, table of contents, organizational chart and bar chart, and personnel resumes/qualifications
c. Each hard copy submission shall be spiral bound with hard stock covers front and back arranged in the order of the RFQ selection criteria above.
d. Clearly labeled Tab dividers.
e. Covers and dividers shall not count toward the forty (40) page maximum.

5.2 Due Date: Statements of Qualifications shall be delivered to the address provided on the first page of this RFQ by the date and time specified. Late proposals will not be considered. The Firm is solely responsible for submitting a response on time. It is the responsibility of the Firm to ensure that submissions are received by the deadline.

5.3 Responsibility of Firm to Provide Clear Information: It is the sole responsibility of the Firm to provide clear and complete answers and descriptions of the requested information. The Firm's qualifications shall be evaluated based solely on the information and materials provided by the

Firm in response to this RFQ and in an interview. Failure to provide all information requested or to provide clear answers may result in a proposal being rejected or may result in lower scoring.

5.4 Questions and Communications: Questions, requests for clarification or requests for modification of the RFQ should be submitted in writing to Jared Cook at Jared.Cook2@oa.mo.gov and Paul Girouard at Paul.Girouard@oa.mo.gov no later than the date specified in the Selection Schedule. At its option, FMDC may issue addenda to modify or clarify the RFQ in response to submitted questions or comments. No verbal interpretation made to any Firm regarding the meaning of the RFQ shall be binding on FMDC.

Firms must restrict all contact and questions regarding this RFQ to the contact(s) listed in this RFQ. Firms are prohibited from directly or indirectly communicating about this RFQ or the Project with any other State employee or agency or the Designer, with the exception of communication initiated by FMDC in order to obtain information or clarification needed to evaluate a response. Any violation of this provision may result in disqualification of the Firm from the selection process.

5.6 Confidentiality of Submittals: FMDC is a public governmental body. The Missouri Sunshine Law (Ch. 610, RSMo) provides that all records of a public governmental body are open unless they may be closed or are closed as otherwise provided by law. All materials submitted by the Firm in conjunction with the RFQ becomes the property of FMDC, and are subject to disclosure pursuant to the Missouri Sunshine Law. The Firm may mark submitted material as containing confidential trade secrets; however, such label is not binding on FMDC. Only information expressly permitted to be closed pursuant to the provisions of Missouri law, as determined by OA-FMDC's legal counsel or as required by a court, will be treated as a closed record by FMDC and withheld from any public request for records. The Firm should presume information provided to FMDC in a proposal will be public following the award of the contract or after rejection of all proposals, and will be made available upon request in accordance with the provisions of state law.

5.7 State's Rights Reserved:

- FMDC reserves the right to reject any and all submissions, and the right to reissue this RFQ if the submissions received are not acceptable to FMDC.
- FMDC reserves the right to waive technical defects in this RFQ or any submission.
- FMDC reserves the right to request additional information and data from any Firm. Any request for information by FMDC to the Firm is solely for the purpose of evaluating statement of qualifications under its terms. Such a request shall not be considered to constitute a binding agreement or commitment by FMDC in any manner.

5.8 Addenda:

This RFQ is subject to revision after the date of issuance via written addenda only. Any addenda will be posted on FMDC's website at https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans and American Document Solutions at https://www.oafmdcplanroom.com/jobs/public. It is the responsibility of each Firm to check for any RFQ addenda prior to submitting its Statement of Qualifications.

5.9 Costs Incurred by the Firm:

The Owner is not responsible for any costs incurred during the procurement process by a Firm for any work performed relative to the preparation or the response to this RFQ or any subsequent work performed during the contract negotiation stage or the RFP process.

Section 6.0 Notice of Legal and Contractual Requirements:

6.1 Business Registration: In order to be awarded a contract, any Firm that operates as a legal entity in the State of Missouri must be appropriately registered with the Missouri Secretary of State's office, and such registration must be active and in good standing. If the successful Firm is doing business in the State of Missouri under a fictitious name, the Firm must have a current Registration of Fictitious Name. If the Firm is an entity formed in another State, the Firm must have a Certificate of Authority to do business in Missouri. The Owner will typically ascertain the Firm's standing with the Missouri Secretary of State from the information available on the Secretary of State's website. However, the Owner may, at its discretion, request proof of compliance with this paragraph from the selected Firm prior to award of a contract. The Firm shall provide a certified copy of its Certificate of Good Standing, Certificate of Authority and/or Registration of Fictitious name to the Owner upon request. If the Firm fails to provide such information upon request, the Owner shall not award a contract to the Firm, and the Owner will not be under any further obligation to the Firm.

6.2 Transient Employers: Transient employers subject to sections 285.230 and 285.234, RSMo (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. The Owner may require the Firm to certify that it has complied with all applicable provisions of sections 285.230 and 285.234, RSMo before awarding a contract.

6.3 Work Authorization: Sections 285.525 and 285.530, RSMo require business entities to enroll and participate in a federal work authorization program in order to be awarded a contract in excess of $5,000 with the State of Missouri. Firms must submit an Affidavit of Work Authorization prior to being awarded a contract. Firms must also submit an E-Verify Memorandum before the Owner may award a contract to the Firm. Information regarding E-Verify is located at https://www.uscis.gov/e-verify/. **The Firm shall be responsible for ensuring that its subcontractors or subconsultants enroll in E-Verify.**

6.4 Anti-Discrimination Against Israel Act: If selected, the Firm will be expected to provide a certification before being awarded a contract as follows:

- If the CMR meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the CMR shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

- If, at any time during the life of this Agreement, the CMR meets the definition of a company as defined in section 34.600, RSMo, and the CMR company's employees increases to ten or more OR the CMR's business status changes to become a company as defined in section 34.600, RSMo, and the CMR company has ten or more employees, then the CMR shall submit to the Division of Facilities Management, Design and Construction a completed Box C of the exhibit titled "Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

6.5 Background checks and Photo ID: If awarded a contract, the CMR's employees, and the employees of all subcontractors and suppliers who perform work on the project, may be required to undergo a background check and obtain a State of Missouri identification badge prior to beginning work, as set forth further in the Site Security and Health Requirements outlined in the Request for Proposal.

<u>6.6 Missouri Domicile Preference:</u>

Pursuant to Sections 34.073 and 34.076, RSMo, preference shall be granted to bidders domiciled within the State of Missouri. For evaluation purposes, out-of-state contractors may be subject to a reciprocal disadvantage equal to any in-state preference provided by their home state.

A bidder is considered domiciled in Missouri if its principal place of business headquarters or main office) is located within the State of Missouri.

Reciprocal disadvantage is a pricing adjustment applied during bid evaluations to ensure fairness when out-of-state contractors benefit from in-state preferences in their home state.

For joint venture (JV) bids, if any JV partner is domiciled in a state that grants an in-state preference, the entire JV bid will be subject to a reciprocal disadvantage equal to the highest percentage preference granted by any state represented in the JV. Each JV must provide documentation verifying its domiciliary status and the location of its principal place of business.

Example: If a bidder from State X, where a 5% in-state preference is granted, submits a bid of $1,000,000, OA-FMDC will evaluate and adjust that bid to $1,050,000 for evaluation purposes. The adjusted amount is used solely for evaluation. If the bidder is determined to be the lowest, responsive, and responsible bidder, the actual contract award will be based on the original bid amount ($1,000,000), not the adjusted figure.

OA-FMDC reserves the right to request documentation or other information necessary to verify reciprocal preference status. Any misrepresentation by a contractor may result in disqualification from the procurement process.

Bidders are advised that pursuant to Section 8.657, RSMo, no construction corporation, partnership, company or contractor domiciled outside the state of Missouri may be awarded a contract by this state for a construction project until it has complied with all requirements of Sections 351.572 to 351.604 if the entity is a foreign corporation, Sections 359.491 to 359.501 if the entity is a foreign limited partnership, or, in all other cases, Sections 417.200 to 417.210.