

REQUEST FOR QUALIFICATIONS

RUFUS CAGE ELEMENTARY SCHOOL
RESTORATION RENOVATION PROJECT
1417 TELEPHONE ROAD
HOUSTON, TEXAS

NOVEMBER 22, 2013

ACKNOWLEDGEMENT FORM

DESCRIPTION: **Request for Qualifications for
RUFUS CAGE ELEMENTARY SCHOOL RESTORATION
RENOVATION PROJECT**

ACKNOWLEDGEMENT DUE: 3:00 P.M., Tuesday, December 10, 2013

PROPOSALS DUE: 2:00 P.M., Thursday, January 9, 2013

Please provide the following requested information as acknowledgement that you have received the attached Request for Qualifications, as referenced above. It is recommended that interested and potential qualifiers complete this Acknowledgement Form and return to Andy Icken on or before 3:00 P.M., Thursday, December 10 2013, via email (Andy.Icken@houstontx.gov). The City will issue clarifications or additional information by addenda only to those proposers returning this completed Acknowledgement Form. Submittals from proposers not acknowledging the addenda may be considered incomplete and subject to disqualification. A pre-submittal conference is scheduled for December 10, 2013 at 3:00 P.M.

NAME OF FIRM:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

NAME (OF PRIMARY CONTACT):

TITLE (OF PRIMARY CONTACT):

EMAIL ADDRESS (OF PRIMARY CONTACT):

SIGNATURE:

SIGNATURE DATE:

DEADLINE TO SUBMIT ACKNOWLEDGEMENT FORM: 3:00 P.M., December 10, 2013

**Development Services relating to
RUFUS CAGE ELEMENTARY SCHOOL RESTORATION RENOVATION PROJECT
Houston, Texas**

ISSUE DATE: November 22, 2013

PROPOSALS DUE: January 9, 2014

NUMBER OF COPIES: Respondents must submit 6 signed (with original signatures) hard copies of their response in a sealed envelope in person, via mail or courier

SUBMIT TO: Anna Russell, City Secretary, City of Houston, Public Level, City Hall Annex, 900 Bagby, Houston, TX 77002 by the Submission Deadline.

QUESTIONS: Any questions concerning this Request for Qualifications (“RFQ”) must be sent by e-mail to **Andy.Icken@houstontx.gov**. Questions must be received no later than **5:00 p.m. on December 19, 2013**.

CONTACT INFO: Access to the Premises must be arranged ahead of time. Please contact Danny Gonzales, 832-393-8457, danny.gonzales@houstontx.gov.

RFP PACKETS:

A complete copy of this RFQ and all necessary forms and information is available on-line at <http://www.houstontx.gov/generalservices/advertisements.html>.

PRE-PROPOSAL CONFERENCE:

A pre-submittal conference will be held for all prospective Respondents at **3:00 P.M. on December 10, 2013**. The meeting location will be at City Hall Annex, 900 Bagby, Second Floor Conference Room.

LETTERS OF CLARIFICATION:

Any revisions to be incorporated into this RFQ arising from discussions before, during and subsequent to the pre-submittal conference will be confirmed in a written letter to all Respondents (“Letter of Clarification”) prior to the Submission Deadline. When issued by City of Houston, Letter(s) of Clarification shall automatically become part of this RFQ and shall supersede any previous specifications or provisions in conflict therewith. By submitting a response, Respondents shall be deemed to have received all Letters of Clarification and to have incorporated them into their response. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of each Respondent to monitor <http://www.houstontx.gov/generalservices/advertisements.html> to ensure they receive any such Letter(s) of Clarification.

PURPOSE OF THIS REQUEST

The City of Houston (the “City”) is soliciting qualifications from non-profit agencies or community groups interested in providing for restoration, renovation and/or adaptive reuse of the Cage Elementary School building and a long term sustainable use for the building.

Specifically, The City is seeking a non-profit organization or entity to raise the capital necessary to restore the historic structure, provide a sustainable operating budget for the building’s upkeep and maintenance and provide a use that is embraced by the community in which the building sits.

GENERAL BACKGROUND AND PROJECT SCOPE

Background: The historic Rufus Cage Elementary School was built in 1910 and, except for a brief period, served as a school until 1983. One of the City’s oldest buildings of its kind, the School is designated a City Protected Landmark and serves as an important icon for the neighborhood and area. **All exterior changes beyond ordinary maintenance and repair are to be reviewed by the Houston Archeological & Historical Commission (HAHC) as per the City’s Historic Preservation Ordinance.**

The building has been vacant for decades and in in need of complete and total renovation/restoration. A number of engineers and architects have generously donated their time in looking at the building. Attached is a report by architect Bill Neuhaus, of Studio Red Architects. A complete structural analysis and evaluation of the building is needed to determine live loads, condition of beams, condition of the tie rods, etc.

Originally a four room building the lower level which is now enclosed was originally open. Built of brick the building was later stucco-ed and interior tie rods added for stability. A new roof and gutter system was carefully added by the City in 2012. Research was done on the type of shingle profile to best compliment the historic aspects of the building. Rotten wood cornice brackets were repaired/recreated so that the roofline would appear as it did originally.

SCOPE OF WORK

A. PROPOSED USE AND COMMUNITY OUTREACH PLAN

The successful respondent will propose a use and a plan to engage the community in its development and operations.

COMMUNITY STAKEHOLDERS: Respondents to this RFQ should address the cultural and educational needs and desires of the community. Input from the local community as well as representatives of cultural organizations and entities and schools will be important in determining the programmatic aspects of the buildings and their ultimate architectural design. A

process should be developed whereby community stakeholders are involved in the redevelopment planning.

Extensive discussions have already occurred and many in the community have expressed a desire to see the building used as an Arts Center. If an Arts Center is proposed, the proposal should address how the Center will enhance creative opportunities for the East End and Houston.

Architectural design should be flexible to respond to a variety of programming needs including but not limited to exhibitions, meeting space, performance space, classrooms and offices. Utilizing the grounds as part of the programmatic space could also be important.

B. RESTORATION OF THE BUILDING

EXTERIOR RESTORATION/RENOVATION SHOULD INCLUDE BUT NOT BE LIMITED TO:

Retention of original materials as much as possible including doors and doorframes, windows, features of main entry and other architectural details that are part of the architectural character of the structure.

The addition of stucco to the outside of the building is part of the historical evolution of the building. It may be determined that in order to best preserve the building that the stucco be repaired/preserved as much as possible.

Determination of second exit which may include an exterior stairwell/elevator at the rear (north side) of the building.

Determination of whether or not to retain the one-story cafeteria/gym/kitchen added at a later date based. If a rear exterior stairwell/elevator is added this may require complete removal of this added building.

INTERIOR RESTORATION/RENOVATION SHOULD INCLUDE BUT NOT BE LIMITED TO:

Retention of original materials as much as possible including window frames, door frames, wainscoting, beaded woodwork, stairwell, railings, moldings, chalkboards and other unique features. Retention of original floor plan as closely as possible.

Determination of whether or not to return the lower level to an open air space based on programmatic use/needs and practicality of using the lower level which barely has 6' ceilings.

GROUNDS:

Currently, mostly covered in concrete/asphalt a landscape plan should be developed that will enhance the buildings appearance on its peninsular shaped and very visible lot. Depending on parking needs and requirements consider grass pavers or other natural materials.

WAREHOUSE BUILDINGS:

Two warehouse structures (one of cinderblock and the other of corrugated metal over wood studs) are joined together over a concrete slab. These could be retrofitted to be used for programmatic space or torn down for a new structure. These buildings are not a part of the historic designation

The successful proponent will propose a calendar to accomplish the fundraising and construction goals. The city will consider calendars that propose any variety of phased restoration and fundraising if the proponent desires to propose same.

The successful proponent will manage the selection and performance of the design professionals and contractors to design and construct the Restoration Project. The design professionals as well as the construction contractor shall be selected in accordance with the methodology permitted by the laws applicable to nonprofits and will be subject to the approval of the City. The City does not seek from the successful proponent services that constitute the practice of architecture, the practice of engineering or the provision of general contractor construction services.

FORM OF AGREEMENT

By submitting a response to this RFQ, Respondent agrees, upon notice of selection by the City, to enter into a Development and Lease Agreement which will include, but not be limited to, the terms and conditions attached hereto as Exhibit "1". If the Respondent takes exception to any portion of such agreement, then such Respondent must submit a list of such exceptions as part of its response to this RFQ; provided, however, that the City reserves the right to reject responses including substantive objections without further review or consideration.

The Lease and Development Agreement shall include, but not be limited to, the following requirements/provisions:

1. Progress milestones.
2. The selected Respondent may be required to use good faith efforts to award subcontracts to MWBEs certified in accordance with the CITY's Diversity Program (Title 15, Article V of the Code of Ordinances).
Respondents should note if they are certified as an MWBE or HUB in their response. however, such certification may not lessen or otherwise alter the requirement to use good faith efforts to award subcontracts to MWBEs or HUBs.
3. The selected Respondent may be required to use good faith efforts to award subcontracts in compliance with the Hire Houston First program (Title 15, Article XI of the Code of Ordinances).
4. The proposed term for the Lease and Development Agreement is for thirty years with possible renewal option at the sole discretion of the City. The lease price will be nominal. The city may consider alternate terms with appropriate justification.

RESPONSE INFORMATION AND REQUIREMENTS

Response Format: Although the City prefers substance over form, Respondents should include the following information at a minimum, but should not exceed 50 pages in length:

- a. **Transmittal Letter:** Include a brief statement summarizing Respondent's understanding of the work to be done and include the following information (1) the names, titles, addresses and phone numbers of individuals authorized to make representations on behalf of the Respondent and any third-party consultants that Respondent intends to engage to assist it in providing the services, if any (Respondent and such third parties, if any, being herein called the "Developer Team"); (2) disclose any outside relationships with architectural firms, engineering firms, or construction contractors; and (3) agree to comply with the terms and conditions of the RFQ or identify any objections/exceptions with specificity.

- b. **Non-Profit Entity or Organization Profile:** Provide in detail Respondent's experience, methods, and strengths at meeting the needs of its clients.
- c. **Experience:** Describe experience in developing community facilities similar to the Cage School Project. In each example given, describe the role played by members of the Developer Team that participated and whether the project was completed on time and within budget.
- d. **Management Team:** Describe the composition and experience of the management and construction team that Developer Team would assign to the project with a summary of their qualifications. Provide a simple organizational chart of the team, showing reporting structure of the people proposed to do the work. List the names of key personnel who will provide the work and provide their resumes.
- e. **Project Manager:** Name the project manager who will be primarily responsible for the projects and provide his or her resume.
- f. **References:** Provide at least three references, including contact names, phone numbers, and a brief description of the work completed by Respondent.
- g. **Financial Statement:** Submit the most recent financial statement (or if proposing as a joint venture, financial statements for each company or non-profit organization or entity included in the proposal).
- h. **FUNDRAISING PLAN:** The successful respondent will propose a fundraising plan. The plan should detail the anticipated capital needed for the restoration of the building along with initial operating costs or move in costs if the proponent is an existing non-profit organization or entity that proposes to move into the facility, provide some detail on where and how fundraising will occur, and provide a history of fundraising success.
- i. **PLAN FOR SUSTAINABLE OPERATIONS:** The successful respondent will propose a sustainable operations plan. The plan should detail the annual operating expenses and revenues. If the operations plan requires charitable or other subsidy, the plan should also describe in some detail on where and how revenue will be raised to fund continued operations..
- j. Plan for restoration of the building and a calendar of milestones.

PROPOSAL TIMELINE

Those responding to this RFQ should mail or deliver their submittal to the City's Secretary's office by 2:00 p.m. on January 9, 2014. Failure to submit per the above guidelines may result in disqualification by the City. Submittals delivered by telephonic, electronic, or facsimile media will not be evaluated.

The deadline for physical receipt of the response is no later than 2:00 p.m., January 9, 2014. Qualifying submittals are to be accompanied by a one-page transmittal affixed in an envelope to the submittal

REQUEST FOR QUALIFICATIONS

package; the transmittal will be date-time stamped upon receipt by City staff. Submittals received after the deadline may not be accepted or evaluated by the CITY. Respondents to this request may submit responses at any time prior to the deadline.

NOTE: All A.M. and P.M. time references are specific to Houston, Texas, either Central Daylight-Savings Time (CDT) or Central Standard Time (CST), contingent on the corresponding date.

Qualifications submitted in response to this RFQ will be reviewed by a selection committee designated by the Mayor. From the pool of qualified respondents, a short-list of qualified proposals will be selected for a second stage interview to be held within thirty days after the submittal deadline during the week of January 27, 2014 in Houston, Texas for which at least the Respondent's proposed project leader must attend.

Following the interviews, the selection committee may elect to identify a preferred respondent and make a recommendation to the Mayor thereby requesting authorization to engage the selected Respondent through final negotiations of the Development and Lease Agreement. The scheduled date for consideration by the Mayor is the week of February 10, 2014.

In summary, important dates are:

November 15, 2013	RFQ is issued
December 10, 2013	Pre-submittal meeting (3:00 P.M.)
January 9, 2014	Responses due (2:00 p.m.)
Week of January 20, 2014	Selection committee meets to short-list
Week of January 27, 2014	Oral interviews
Week of February 10, 2014	Obtain Mayor's authorization to negotiate a contract with selected Respondent
By the end of Fourth Quarter – FY2014	City Council approves the contract

MANNER OF SELECTION

Initial selection will be based on merit and qualifications including the organizational and multi-disciplinary strengths of the nonprofit non-profit organization or entity or community group. Primarily, a proven track record of successful development projects of the same or similar nature plus community satisfaction will be foremost in the evaluation and selection process. Specifically, the selection committee will consider factors that include, but are not be limited to, the following (the items listed below are not listed in any order of importance):

- A. Related project experience of the organization, entity or firm(s).
- B. Individuals who would be assigned to the project.
- C. Client references.
- D. Responsiveness to the RFQ. Responses should be thorough, relevant and organized.
- E. Plan for Restoration of the building and calendar
- F. Fundraising Plan and Calendar
- G. Sustainable Operations

PUBLIC INFORMATION

As the City is subject to the Texas Public Information Act ("TPIA"), all information submitted by Respondents is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential or proprietary information appears must be labeled as such clearly and unambiguously. Respondents will be advised of any request for public information that implicates their materials and will have the opportunity to raise objections to disclosure with the Texas Attorney General at their cost and expense.

CONFLICTS OF INTEREST

Respondents are required to disclose any affiliation or business relationship that might cause a conflict of interest with the City. If needed, the disclosure form is may be found on line at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a proposal, Respondents represent that they are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

WITHDRAWAL

Proposals may be withdrawn only by a written request received by **January 17, 2014 at 5:00 P.M.** prior to final selection.

COSTS AND EXPENSES

All costs and expenses incurred by any proposer shall be borne solely by the proposer and in no event shall the City have any responsibility therefor.

NO OBLIGATION

REQUEST FOR QUALIFICATIONS

The City reserves the right, should it deem necessary in City's best interest, to do any or all of the following: (1) waive any irregularities in any of the responses; (2) select candidates for submittal of one or more detailed or alternate proposals; (3) select candidates for oral interviews; (4) accept any submittal or portion of a submittal; (5) reject any or all Respondents submitting responses; or (6) cancel the entire process.

REFERENCE FORM

At least three (3) references should be provided in the spaces below. Respondents may, but are not required to, submit letters of reference in addition to the information provided herein.

- REFERENCE 1 -

Business Name: _____

Address: _____

Contact Name/Title: _____

Phone: _____ Fax: _____ Email: _____

Brief Description of Project: _____

- REFERENCE 2 -

Business Name: _____

Address: _____

Contact Name/Title: _____

Phone: _____ Fax: _____ Email: _____

Brief Description of Project: _____

- REFERENCE 3 -

Business Name: _____

Address: _____

Contact Name/Title: _____

Phone: _____ Fax: _____ Email: _____

Brief Description of Project: _____

QUESTIONNAIRE

To assist the City in evaluating the ability of each Respondent to provide services in a timely and professional manner, the following questions must be completed fully. Answers constitute material representations by Respondent that shall be relied upon by CITY.

- EXPERIENCE -

How many years has your non-profit organization or entity been in existence? If you propose to form a new non-profit organization or entity, please detail your plan for formation and the experience of your initial board and operational staff.

Has your non-profit organization or entity had a contract for development services terminated in the last five years? If so, please explain:

Has your non-profit organization or entity had any prior contract with the City of Houston? If yes, please describe the last five.

Does your non-profit organization or entity have any experience with historic preservation projects? Please describe.

Has your non-profit organization or entity ever filed for bankruptcy? If so, please explain.

**EXHIBIT "1"
TERMS AND CONDITIONS**

The following terms and conditions shall be made a part of any contract or agreement resulting from this RFP.

1. Indemnification. RESPONDENT AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY OF HOUSTON, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "INDEMNITEES") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, BY REASON OF COPYRIGHT INFRINGEMENT) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY ARISING OUT OF THE NEGLIGENT ACTS OR OMISSIONS OF RESPONDENT IN THE PERFORMANCE OF ITS SERVICES OR WHILE WITHIN OR ABOUT THE PROJECT SITE. RESPONDENT SHALL NOT INDEMNIFY THE INDEMNITEES FOR THEIR NEGLIGENCE.

2. Notice of Indemnification Claims. If the CITY or Respondent receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other Party within 10 days. The notice must include the following: (1) a description of the indemnification event in reasonable detail, (2) the basis on which indemnification may be due, and (3) the anticipated amount of the indemnified loss.

This notice does not prevent the CITY from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the CITY does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Respondent is prejudiced, suffers loss, or incurs expense because of the delay.

Respondent may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably qualified. Respondent shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Respondent must advise the CITY as to whether or not it will defend the claim. If Respondent does not assume the defense, the CITY shall assume and control the defense, and all defense expenses constitute an indemnified loss.

If Respondent elects to defend the claim, the CITY may retain separate counsel to participate in, but not control, the defense and to participate in, but not control, any settlement negotiations. Respondent may settle the claim without the consent or agreement of the CITY, unless it: (1) would result in injunctive relief or other equitable remedies or otherwise require the CITY to comply with restrictions or limitations that adversely affect the CITY; (2) would require the CITY to pay amounts that Respondent does not fund in full; or (3) would not result in the CITY's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

REQUEST FOR QUALIFICATIONS

3. Release. RESPONDENT AGREES TO AND SHALL RELEASE THE INDEMNITEES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNITEES' SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNITEES' STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY

4. Insurance. With no intent to limit Respondent's liability under indemnification provisions set forth herein, Respondent shall provide and maintain in full force and effect from the date of execution of the Construction Respondent Agreement until final completion all work, including all extensions and amendments thereto, at least the following insurance and available limits of liability:

Commercial General Liability, including Contractor's Protective, Broad Form Property Damage, Contractual Liability, Explosion, Underground and Collapse, Bodily Injury, Personal Injury, Products and Completed Operations	Combined single limit of \$1,000,000 per occurrence, subject to a general aggregate of \$2,000,000; Products and Complete Operations \$1,000,000 aggregate
Automobile Liability Insurance	\$1,000,000 combined single limit including Owner, Hired, and Non-Owned and Auto Coverage
Workers' Compensation	Statutory for Workers' Compensation, Contractor is not allowed to self-insure Workers' Compensation
Employer's Liability	Bodily Injury by accident \$1,000,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee)
Excess Coverage	\$1,000,000 each Occurrence/combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability

If Limit of Liability for Excess Coverage is \$2,000,000 or more, Limit of Liability for Employer's Liability may be reduced to \$500,000.

Form of Policies. Insurance may be in one or more policies of insurance, form of which is subject to approval by the CITY. It is agreed, however, that nothing the CITY does or fails to do with regard to insurance policies relieves Respondent from its duties to provide required coverage and the CITY's actions or inactions will never be construed as waiving the CITY's.

The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have an A.M. Best rating of at least A- with a financial size category of Class VI or better.

REQUEST FOR QUALIFICATIONS

Additional Insureds. Each policy, except those for Workers' Compensation and Owner's and Contractor's Protective Liability, must include an endorsement naming the City of Houston as additional insureds.

Waiver of Subrogation. Each policy except Owner's and Contractor's Protective Liability must contain endorsement to the effect that issuer waives any claim or right in nature of subrogation to recover against the City of Houston.

Endorsement of Primary Insurance. Each policy, except Workers' Compensation policies, must contain an endorsement that the policy is primary insurance to any other insurance available to the additional insureds with respect to claims arising hereunder.

Required Endorsement Forms. Endorsement forms must accompany the insurance certificates provided by Respondent's insurance agent, showing additional insured coverage and waivers of subrogation in favor of the City of Houston, when such coverage is required. The CITY will accept the following endorsement forms and such other endorsement forms as may be approved by the CITY:

CG2404 – Waiver of Transfer of Rights of Recovery against Others

CA0403 – Additional Insured Endorsement

CAT353 – Business Auto Extension Endorsement

WC 42304A – Workers Compensation Waiver of Transfer of Rights of Recovery against Others.

Liability for Premium. Respondent is solely responsible for payment of all insurance premium requirements hereunder and the CITY is not obligated to pay any premiums.

Subcontractor Insurance Requirements. Respondent shall require Subcontractors with whom it contracts directly, whose subcontracts exceed \$100,000, to provide proof of Commercial General Liability, Workers' Compensation, and Employer's Liability coverage that meets all the requirements of Article 11; provided, however, that the amount must be commensurate with the amount of the subcontract, but not less than \$500,000 per occurrence.