



SPRING BRANCH INDEPENDENT SCHOOL DISTRICT

Scott R. Muri, Ed.D., Superintendent of Schools

PURCHASING DEPARTMENT

1031 Witte Road, Building T-1A, Houston, Texas 77055-6016

Phone 713/251-1110 Fax 713/251-1115

RICHARD L. GAY, CPPO, RSBO, RTSBA

Director of Purchasing Services

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES (CMAR – Step One of a Two-step Process)

*This is a Request for Qualifications as defined in
Texas Government Code 2269 for Construction Manager (CM) at Risk*

2017 Bond Program New Construction-Additions and Renovations to SBISD RFQ # 12744

The Spring Branch Independent School District ("SBISD" and/or the "District") is soliciting Statement of Qualifications (SOQs) for Construction Management Services for a Construction Manager at Risk ("CMAR") for; ("School Projects") as part of the ("2017 SBISD Bond Program"). The Board of Trustees and its designees have determined that the CMAR delivery method will provide the best value to the District for these School Projects. The Bond Projects are briefly described in Section III Scope of Services and Specific Conditions of this Request for Qualifications ("RFQ").

Provide one (1) original copy marked "ORIGINAL" with original signatures and one paper copy of the original. In addition, submit eight (8) separate, electronic flash drives (flash drives only). Each flash drive must contain a scanned copy (pdf) of the "ORIGINAL", with original signatures of the SOQ, your Safety Plan as separate files and must be submitted in accordance with the instructions set out herein to:

Attention: Director of Purchasing Services

Request for Qualifications – Construction Manager at Risk (CMAR Step One)

**RFQ # 12744 2017 Bond Program New Construction-Additions and Renovations to
SBISD**

1031 Witte Rd. Bldg. T-1A

Houston, Texas 77055

Each binder and any container for the binder(s) must be labeled on the outside with the Respondent's name, address, the RFQ number and the RFQ name.

Step One SOQs will be received at the above address until **1:30 PM, July 31, 2018** at the Purchasing Department located at 1031 Witte Rd., Bldg. T-1A, Houston, Texas 77055, A Pre-Submittal Conference will be held in conjunction with the RFQ at **1:30 PM in the Wayne Schaper Sr. Leadership Center, Board Room, 955 Campbell Rd., Houston, Texas 77024, July 17, 2018.** Submitting a SOQ prior to the pre-submittal conference is not recommended and such SOQ may be rejected by SBISD.

Fees or pricing shall not to be submitted in the Response to this RFQ, which is step one of a two-step CMAR selection process as defined by 2269 of the Texas Government Code. If fees, prices, or cost(s) are included in

the Response to this RFQ, the Response will be considered as nonresponsive.

A more detailed timeline is set out in the Instructions, Submission Requirements and Procedures section of the RFQ. Names of companies submitting SOQs will be read aloud on Opening Due Date **July 31, 2018, no later than 1:30 PM** at 1031 Witte Rd., Bldg. T-1A (Check at the front desk for the conference room where the names of companies will be read aloud). Contents of SOQs will remain confidential during the Code of Silence period (as defined in Section 1.1.2 of the RFQ). SOQs received after the SOQ due date and time will not be considered.

Faxed or emailed SOQs will not be accepted. SOQs must be submitted in sufficient time to be received and time-stamped at the above location on or before the SOQ due date and time. SBISD will not be responsible for SOQs delivered late by the United States Postal Service, or any other delivery or courierservices.

The District expects to award SEVERAL contracts under this CMAR Two-step RFQ. The District reserves the right in its sole discretion to 1) accept and qualify up to five Step One SOQ's for each School Project that the District determines to be the most highly qualified provider of Construction Manager at Risk services based on criteria set forth in this RFQ, 2) to invite the qualified companies to participate in the Step Two proposal submission process as needed, 3) grant an award for several Construction Management at Risk contracts for projects described in Section III Scope of Services and Specific Conditions section of this RFQ, and 4) reissue a Request for Qualifications for all or part of this Two-step Construction Manager at Risk RFQ. All Step One SOQs must remain open for 360 calendar days from the SOQ due date pending acceptance by SBISD. Step Two Proposal submittals will be evaluated and ranked within 45 calendar days of Step Two Proposal due date; and Step Two Proposal submittals must remain open for 180 calendar days from the Step Two Proposal due date pending acceptance by SBISD.

Details regarding evaluation and qualification of SOQs are included in Section III Scope of Work and Specific Conditions.

Richard Gay

Richard Gay, CPPO, RSBO, RTSBA
Director of Purchasing Services – Procurement Services

Name
Title

Date

Date

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I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

1.1 GENERAL INFORMATION: Pursuant to the applicable provisions of Texas Government Code Chapter 2269, it is the intention of the SBISD to utilize a two-step process to potentially select up to five CMARs' for each Project that is part of the 2017 Bond Program and described more fully herein. There is a total of seventeen (17) projects in the master plan that consist of new construction, site development and special projects for District athletic improvements. These projects were executed in accordance with the Educational Specifications and the Design Standards adopted by SBISD. Failure to perform as agreed to can and may affect consideration of recommendation for award on future projects remaining to be bid in the master plan and or any other capital projects that may arise.

The selected CMARs' are to serve as the general contractors to assist the District with specified services per the Agreement established, signed, and agreed to between SBISD and the selected and Board-awarded general contractors, per the Agreement established with SBISD, shall assume the risk for specified and agreed to work to be performed up to a Guaranteed Maximum Price. The District shall require consistent high-quality delivery, per the Agreement, to meet established schedules and budgets. The site(s), scope, schedule, selection criteria with weighted value, estimated budget(s), and time and place for receipt of the Requested Qualifications are hereinafter described or are attached.

The following instructions by the District are intended to afford Respondent(s) an equal opportunity to participate in the SOQ, which is step one of the CMAR RFQ process, and provide a predetermined set of criteria representing the District's business and service requirements.

1.1.1 CODE OF SILENCE AND CONFLICTS OF INTEREST: SBISD has adopted a "Code of Silence" and "Conflict of Interest Disclosures" to enforce its commitment to ethical contracting standards and improve accountability and public confidence. It is important to avoid both the appearance of conflicts and actual conflicts of interest.

1.1.2 "The Code of Silence" shall mean a prohibition on any communication regarding any RFQ, bid, or other competitive solicitation between:

1. Any person who seeks an award from the District or its affiliated entities (including, but not limited to, the SBISD Foundation and the SBISD Public Facility Corporation), including a potential vendor or vendor's representative, and
2. Board members, the Superintendent of Schools, Senior Staff Members, Principals, Department Heads, Directors, Managers, or other District representatives who have influence in the evaluation or selection process or anyone other than the Construction Buyer listed in Section 1.1.4 of this RFQ.

The "Code of Silence" time period shall begin with the issuance of an RFQ and ends upon the execution of the Agreement. During the "Code of Silence", campaign contributions, gifts, donations, loans, and any other items of value are prohibited between these parties, including candidates who have filed for election to the Board.

The "Conflict of Interest Disclosures" requires a Board member to disclose and recuse himself or herself from voting on any contract, agreement, or any other District transaction involving an entity or related officer and/or key employee who has provided campaign contributions during the preceding 12-month period in excess of \$2,000

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Respondent(s) agree and understand that noncompliance with the “Code of Silence” policy may result in disqualification from this RFQ. Furthermore, the failure of a Board member to disclose a conflict of interest may result in the debarment of a vendor for 24 months.

1.1.3 By submitting a SOQ, Respondent(s) agree to provide the services in full accordance with the scope of work and other contract documents notwithstanding existing labor markets' conditions.

1.1.4 The designated Construction Buyer during the SOQ process shall be Gerald McCall, Purchasing Department, 1031 Witte Rd., BLDG.T-1A, Houston, Texas 77055, 713-251-1102, (e-mail) gerald.mccall@springbranchisd.com

1.1.5 Questions concerning the RFQ will be answered only if sent to the Purchasing Department, in writing via email to the above Construction Buyer on or before **July 20, 2018.**

1.1.6 Responses to written questions submitted will be included in the first addendum along with additional information including questions from the pre-submittal conference. Any additional questions submitted in writing to the Construction Buyer at the pre-submittal conference will be in another addenda. No other questions will be allowed or accepted after the last day to receive questions. All addenda will be posted on the SBISD Purchasing website. The District reserves the right to respond to any question as determined by the District.

The Board of Trustees has approved a resolution establishing policy that requires that the awarded, or selected, Awardee(s) are expected to have paid all assessed taxes and be free of any indebtedness to the District before a project is awarded.

Respondent(s) shall provide the District with a statement concerning any indebtedness, including personal and real property taxes, when submitting responses.

1.1.7 (Not to be used)

1.1.8 All costs related to the preparation and submission of an SOQ shall be the responsibility of the Respondent. Issuance of this RFQ does not commit SBISD, in any way, to pay any costs in the preparation and submission of the SOQ. Nor does the issuance of the RFQ obligate SBISD to make an award, enter into an agreement, or purchase any goods and services stated in the RFQ.

1.2 DEFINITIONS AND TERMS: In this RFQ, terms are used as follows:

1.2.1 “Agreement” is defined in Section II, General Terms and Conditions.

1.2.2 “SBISD”, “Owner”, and/or “District” refers to Spring Branch Independent School District

1.2.3 “Respondent” refers to the person/firm that submits a SOQ to this RFQ.

1.2.4 “Project” means the Scope of Work for furnishing services.

1.2.5 “Statement of Qualification”, and/or “SOQ” refers to the document submitted in response to this RFQ.

1.2.6 “RFQ” refers to a two-step CMAR request for qualifications and proposal process conducted pursuant to 2269 of the Texas Government Code

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1.2.7 “Proposal” refers to the additional information submitted in step two of the RFQ process by Proposers.

1.2.8 “Proposer” refers to those Respondents selected on the basis of qualifications in step one of the RFQ process and requested to provide additional information in step two.

1.2.9 “Scope of Work” is set forth in Section III, Scope of Work and Specific Conditions.

1.2.10 “Awardee” refers to the person(s), firm(s), entity(ies) selected for an award of an Agreement pursuant to this RFQ (but subject to final execution of the Agreement by both the District and the Awardee).

1.2.11 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

1.3 SPECIFICATIONS: Respondent(s) are expected to examine and be familiar with all requirements and obligations of this entire RFQ. Failure to do so will be at the Respondent’s risk. The evaluation criteria for the award of this RFQ are set forth in the Scope of Work and Specific Conditions Section of this RFQ at Section 3.5. All exceptions to the specifications and requirements of the RFQ must be noted in detail in the SOQ Exception Form and included in the SOQ.

1.4 SOQ INFORMATION REQUIRED:

(PLEASE REFER TO THE SCOPE OF WORK, **SECTION III**.)

1.5 SUBMISSION OF SOQ: Construction Manager (CM) at Risk services will be procured in accordance with all applicable law pertaining to the procurement of construction management services and the terms, conditions and requirement set forth in this RFQ. A selection committee, comprised of District personnel, will conduct a comprehensive, fair and impartial evaluation of all SOQs received using the criteria listed in the RFQ. SBISD may elect to conduct interviews/oral presentations with all, some or none of the Respondents. By submitting its SOQ, Respondent accepts the evaluation process and accepts that selections will require the discretionary judgment of the District.

1.5.1 Failure to manually sign the required forms of this SOQ may result in rejection of the SOQ.

1.5.2 A signed submitted SOQ constitutes an offer to contract with the District to perform the work specified in this RFQ.

1.6 FINANCIAL INFORMATION: Respondent(s) shall submit any financial information required by the RFQ.

1.7 (Not Used)

1.8 (Not Used)

1.9 MODIFICATION OR WITHDRAWAL OF SOQ: A Respondent may modify or withdraw its SOQ by written or electronic notice received by the Construction Buyer prior to the exact hour and date specified as the deadline for receipt of SOQs. A SOQ may also be withdrawn in person by a Respondent’s authorized representative prior to the SOQ’s due date and time, provided the Respondent’s identity is confirmed and Respondent’s representative signs a receipt for the SOQ.

1.10 OPENING RFQ STEP ONE - SOQ: A formal public opening will be held for this SOQ and the names of the companies read aloud. Trade secrets and confidential information contained in SOQs shall not generally be open for public inspection, but SBISD’s records are subject to the State of Texas Public Information Act requirements (also see Section 2.7 of this RFQ).

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1.10 OPENING OF RFQ STEP TWO - PROPOSAL: A formal public opening will be held for Step Two – Proposal part of this RFQ and the prices will be read aloud. Trade secrets and confidential information contained in Proposals shall not generally be open for public inspection, but SBISD's records are subject to the State of Texas Public Information Act requirements (also see Section 2.7 of this RFQ).

1.11 SCHEDULE: The following schedule and timelines apply to this RFQ.

1.11.1 RFQ Schedule: SBISD desires to complete the solicitation process in accordance with the following timeline:

Approval of contracts for **2017 Bond Program New Construction-Additions and Renovations to SBISD:**

July 31, 2018 **Receive RFQ-CMAR**

TBD **The selected CMARs will submit Step Two Documents (Section 3.1)**

September 24, 2018 **SBISD Board of Trustees approves selected CMARs'**

1.11.2. Respondent(s) are strongly encouraged to attend the Pre-Submittal conference. The conference will start promptly at the stated time and be moderated by a Purchasing Department member. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the Pre-Submittal conference will be required to sign an attendance roster. In addition to the attendee's name and company name, each person will be asked to supply an email address, telephone number and a fax number. This attendance roster will be posted as an addendum on the District's website along with the RFQ and other related documents.

1.11.3 At the District's sole discretion, one or more Respondent(s) may be invited to an interview/oral presentation. Said Respondent(s) will be notified by e-mail if the District determines that such interviews/oral presentations are needed. Respondent(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFQ requirements.

1.11.4 Award of the Project to Respondent(s) becomes binding on the District only when confirmed by a fully executed Agreement. This RFQ is not an offer to contract. The submission of a response to this RFQ is an offer by the Respondent/Proposer to contract only. Acceptance of an SOQ, Proposal, and approval by the Board of Trustees ("Board") does not constitute a contract. There will be no contractual obligations binding on the part of the District to any Respondent/Proposer, nor will any Respondent/Proposer have any property interest or other right in the contract unless and until the Agreement is unconditionally executed and delivered by all parties.

1.11.5 Timelines set forth herein may be strictly enforced by the District. The District, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the District so long as it does not unduly and materially prejudice any Respondent.

1.11.6 Late Step One SOQs and Late Step Two Proposals: Responses submitted after the due date and time noted in this RFQ shall not be considered and shall be returned to the Respondent(s), unopened, by United States Mail. The District is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date stamp clock in the Spring Branch ISD's Purchasing Department, 1031 Witte Rd., Bldg. T-1A, Houston, Texas 77055, shall be the official date and time of receipt. It shall be the sole responsibility of the Respondent(s) to ensure that his or her qualification is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

1.12 RETENTION OF RFQ DOCUMENTATION: All materials and supporting documentation that are submitted in response to this RFQ become the permanent property of SBISD.

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1.13 RESERVATION OF RIGHTS: The District reserves the right to reject any SOQs or Proposals or any part of an SOQ or Proposal. Additionally, the District reserves the right to waive any requirements of the RFQ. The District further reserves the right to reject all SOQs and Proposals and seek new SOQs and Proposals when such action would be deemed in the best interests of the District. The District reserves the right in its sole discretion to accept the SOQ(s) of up to five Respondents that the District determines to be the most highly qualified provider of CMAR services based on the criteria set forth in this RFQ. The District reserves the right in its sole discretion to accept one or more Proposals that the District deems to be of best value for the School Project based on the criteria set forth in this RFQ. The District reserves the right to waive any and all minor irregularities in the SOQ(s) and Proposals.

BY SUBMITTING A RESPONSE TO THIS RFQ THE RESPONDENT/PROPOSER AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY RESPONSE OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, RFQ, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY RESPONSE OR ANY PART OF ANY RESPONSE OR OFFER; (4) WAIVER BY THE SPRING BRANCH INDEPENDENT SCHOOL DISTRICT OF ANY TECHNICALITIES IN THE RFQ PACKAGE OR ANY RESPONSE, PROPOSAL, OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE RFQ SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED RESPONSES OR OFFERS; AND/OR (6) THE AWARD OF A CONTRACT, IF ANY.

1.14 APPEAL PROCESS: Any Respondent(s) that submitted a SOQ may appeal the District's award(s), if the appeal is based on deviations from laws, rules, regulations, or Board of Trustees policies. Respondent(s) shall submit appeals via U.S. mail or electronic-mail (e-mail), to the Construction Buyer – Procurement Services, and appeals must be received no later than 4:00 P.M. on or before the fifth (5th) business day after Board Approval.

1.15 STEP ONE SELECTION PROCESS

- 1.15.1 The selection process for this project will be accomplished in a two-step process as provided in the Texas Government Code 2269.
- 1.15.2 The District will receive, publicly open, and read aloud the names of the offerors submitting a Request for Qualification.
- 1.15.3 By **August 07, 2018**, the District will evaluate and rank each submission in relation to the criteria set forth in the request for construction management at risk qualifications. A Short List of Contractors will be developed by August 08, 2018
- 1.15.4 The selection process will follow the stipulations of the Texas Government Code 2269.
- 1.15.5 Submissions will be evaluated and ranked by the selection committee. The ranking is based upon the following criteria and weights: **ALL EVALUATIONS WILL BE FOCUSED SPECIFICALLY ON CM @ RISK DELIVERY METHOD EXPERIENCE.**
- 1.15.6 Offeror will be evaluated by (5) Reference Contacts and their returned Evaluation Forms. Offeror to submit Reference Contact list to SBISD, with a minimum of (5) different Reference Contacts, to SBISD due with submittal, **July 31, 2018 @ 1:30 PM**. SBISD will submit Evaluation Forms to the (5) Reference list contacts via email within 24-48 hours of receipt of the Reference List from Offerer. It is the responsibility of the Offerer to submit names, email address and current contact information of References such that the Reference contact can be reached and is likely to respond. Recently submitted references may be used upon request.
- 1.15.7 **Evaluation forms are to be returned by the Reference Contacts to SBISD no later than July 31, 2018 @ 1:30 PM.** Lack of receiving such information will significantly and adversely impact the evaluation process for the Offerer. The Offerer is encouraged to ensure their References return the evaluation forms in a timely manner by the deadline, directly to SBISD.

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II. GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into this RFQ and shall be incorporated into the Agreement between SBISD and the successful Respondent(s).

2.1 AGREEMENT, INTEGRATION, TERM & TRANSITION, REQUIREMENTS:

2.1.1 The terms, conditions, specifications, stipulations and requirements stated in this RFQ, and any and all Addenda issued by SBISD shall become part of the Agreement entered into between the District and the Awardee, unless otherwise determined by the District per the Agreement provisions. The Awardee, as determined by the District, shall be required to execute the written Agreement to furnish all or services and other deliverables required for successful completion of the Project(s). **No Awardee shall obtain any interest or rights in any award until the District has executed the Agreement. The District reserves the right to require any modification, or modifications to the Agreement terms if the modifications are deemed to be in the best interest of the District.**

2.1.2 The District does not sign contract forms submitted by an Awardee. Awardee(s) shall be required to execute the District's Agreement form. In the event that a project is awarded to an Awardee and the Awardee requests changes to the District standard Agreement form, the District reserves the right to cancel the award and re-award the project to an alternate Awardee(s).

2.1.3 In the event of a license agreement or other contract document requested by the Awardee for execution, the District reserves the right to review and amend such document at the District's sole discretion.

2.1.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY AWARDEE FORM, SOQ OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK SERVICES AGREEMENT SHALL BE CONTROLLING IN ALL INSTANCES.

2.2 AIA DOCUMENT: The District anticipates using AIA Document A133-2009, as modified by the District, along with the AIA Document A201-2017 General Conditions, as modified by the District. The District's form of contract and general conditions will be provided to finalists as part of Step Two of this RFQ.

2.3 (Not Used)

2.4 AUTHORIZATION/PERMITS: The Awardee must have current licenses, permits, fees and similar authorizations required by the City of Houston, Harris County, and the State of Texas to conduct business and provide awarded goods and/or services to the District and, upon the request of the District, must provide copies of or alternative evidence acceptable to the District of all licenses, permits and fees as being paid and current that are required to do business by the city, county and State for the type of business they are seeking to provide to the District. Awardee will maintain all such licenses, permits, fees and similar authorizations current for the duration of the Agreement term.

2.5 CONFIDENTIAL AND PROPRIETARY INFORMATION: The District and a Respondent and the Awardee(s), if any, may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (1) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). Except as may otherwise be required by law, the receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees or agents on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Project. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been

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independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to

make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

2.6 DATA AND PROPRIETARY INFORMATION: All work, regarding a project, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and SBISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Awardee's personnel in the course of performing the work.

2.7 TEXAS PUBLIC INFORMATION ACT (TPIA): Notwithstanding the requirements of Section 2.7 of this RFQ, Respondents and any Awardees acknowledge that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA and nothing contained in this RFQ; the resulting Agreement(s), if any; or any other document shall operate to require SBISD to not fully comply with the TPIA. In the event that a request for documents involves documentation that a Respondent or an Awardee has clearly marked as confidential and/or proprietary, or otherwise is considered Confidential Information, the District will provide the person with the notices under the TPIA. Respondents and Awardees acknowledge that they have the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

2.8 STUDENT CONFIDENTIALITY: Awardee acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Any student information provided to Awardee shall be provided in compliance with the requirements and exceptions outlined in FERPA. Awardee must comply with all statutory and regulatory requirements of FERPA and safeguard student information. Awardee may not disclose student information to a third party without prior written consent from the parent or eligible student. Awardee must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

2.9 QUANTITY:

2.9.1 There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by SBISD. However, the Awardee shall furnish all required services to the District, when and if required.

2.9.2 The District expressly reserves the right to procure any services from other sources or by other means.

2.10 GOVERNING LAW: Any Agreement resulting from this RFQ shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction located in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

2.11 NO WAIVER OF IMMUNITY: The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to any Project or by performing any of the functions or obligations relating to any Project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of SBISD. No waiver of a breach of any provision of the contract and/or Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

2.12 NOTICE: Any notice required to be given relating to this RFQ shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, or if a party consents, via facsimile or electronic mail in accordance with the Texas Electronic Transactions Act; addressed to the other party at the following addresses:

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To: ***Awardee's Contact Name and Address as listed***

To: Spring Branch Independent School District
Attn: Rick Gay, CPPO, RSBO, RTSBA
Director of Purchasing Services
1031 Witte Rd., Bldg. T-1A
Houston, Texas 77055
Facsimile: 713-251-1115
E-mail: richard.gay@springbranchisd.com

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

2.13 SECTION HEADINGS: The headings of sections and paragraphs contained in any document related to the RFQ and any Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

2.14 THIRD PARTY BENEFICIARIES: Nothing relating to any Project or resulting Agreement, if any, shall be deemed or construed to create any rights in any third party or otherwise give any third party any claim or right of action against SBISD or the Awardee(s) including any rights in the nature of third party beneficiaries or fiduciaries.

2.15 UNENFORCEABLE SECTIONS: If any portion of this RFQ or any Agreement is deemed to be unenforceable, the remainder of the RFQ and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

2.16 ATTORNEYS' FEES: In connection with SBISD's defense of any suit against it and/or SBISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFQ or any resulting Agreement, in which SBISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, SBISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

2.17 SBISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295: Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed and attached to vendor's response to this solicitation.

Spring Branch ISD Certificate of Interested Parties – Form 1295. SBISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits SBISD from entering into a contract resulting from this CSP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time business entity submits the signed contract.

"Interested Party" means a person:

- a) Who has a controlling interest in a business entity with whom SBISD contracts; or
- b) Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

"Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

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As a "business entity," all vendors must electronically complete, print, sign, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity.

The completed Form 1295 with the certification of filing must be filed with SBISD by attaching the completed form to the vendor's solicitation response.

SBISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after SBISD receives the Form 1295. After SBISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.

A completed Form 1295 is not required for: a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

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CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
<div style="background-color: yellow; padding: 2px;">Complete Nos. 1 - 4 and 6 if there are interested parties.</div> <div style="background-color: yellow; padding: 2px;">Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</div>		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <div style="color: red; font-weight: bold; font-size: 1.2em;">VENDOR'S NAME</div>			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <div style="color: red; font-weight: bold; font-size: 1.2em;">SPRING BRANCH INDEPENDENT SCHOOL DISTRICT</div>			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. <div style="color: red; font-weight: bold; font-size: 1.2em;">SPRING BRANCH CONTRACT NUMBER AND TITLE</div>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <div style="display: flex; justify-content: space-around;"> Controlling Intermediary </div>	
	THIS IS A SAMPLE		
Vendor's must complete this form electronically on the Texas Ethics Commission's website located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm			
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____, <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> (street) (city) (state) (zip code) (country) </div> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> (month) (year) </div> <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

III. SCOPE OF WORK AND SPECIFIC CONDITIONS

3.1 SCOPE OF SERVICES:

Step One – Request for Qualifications:

Qualification Statements

Qualification statements for Step One shall include the information requested below (3.2 Step One - Submission Requirements and 3.3 Step One - Submission Content) along with answers to the Questionnaire (Attachment A) in the sequence and format prescribed.

Fees, prices, or costs shall not be included in the Response to the Request for Qualifications (Step One). If fees or prices are included in the Response, the Response will be considered as nonresponsive.

Each Step One SOQ response must be labeled on the outside with the 1) Respondent's company name, 2) the Respondent's company address, 3) the RFQ project name, 4) and the RFQ project number.

Step One Statements of Qualifications are to be submitted to:

Attention: Rick Gay, CPPO, RSBO, RTSBA Director of Purchasing Services,
Request for Qualifications – Construction Manager at Risk (CMAR Step One)
RFQ# 12744 – 2017 Bond Program New Construction-Additions and Renovations to SBISD
Spring Branch Independent School District
1031 Witte Rd., Bldg. T-1A
Houston, Texas 77055

No later than: 1:30 P.M., JULY 31, 2018

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School Projects and Applicable Project Information

2017 Bond Program New Construction-Additions and Renovations to SBISD.

“The Voters of Spring Branch Independent School District have authorized the Board of Trustees to fund various construction projects below in the amount not to exceed \$796.3 million.”

DISTRICT PROJECTS:

Potential District Construction Projects:

Projects to Address in Calendar Year 2018 to 2022

School	Scope of Work
Elementary Schools	
• Buffalo Creek	Renovation Project
• Treasure Forest	Renovation Project
• Cedar Brook	12 Classroom Addition & Renovation Project
• Hunters Creek	New Construction/Replacement Campus
• Bunker Hill	New Construction/Replacement Campus
• Nottingham	New Construction/Replacement Campus
• Memorial Drive	New Construction/Replacement Campus
• Woodview	New Construction/Replacement Campus
Middle Schools	
• Landrum	New Construction/Replacement Campus
High Schools	
• Memorial	Classroom Building Replacement & Renovation Project
• Northbrook	18 Classroom Addition & Renovation Project
• Spring Woods	Renovation Project & Major Mechanical Upgrades
• Stratford	New Auditorium, Roof Replacement & Renovation Project

Projects to Address In Calendar Year 2023 to 2028

Elementary Schools	
• Sherwood	New Construction/Replacement Campus
• Spring Shadows	New Construction/Replacement Campus
• Thornwood	New Construction/Replacement Campus
• Terrace	New Construction/Replacement Campus

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

Step Two – Proposed Fees, Pricing and Costs:

The following information in this Step Two section is being provided for informational purposes only, and is applicable to the Step Two process only.

Fees, prices, or costs shall not be included in the Response to the Request for Qualifications (Step One). If fees or prices are included in the Response, the Response will be considered as nonresponsive.

Only the Respondents shortlisted and contacted by the District to participate in Step Two will use information provided in this section as a guide for preparing and submitting Step Two information when needed. More information will be provided at the time of notification of companies selected to participate and submit Step Two proposal information.

The District may request up to five Respondents for the 2017 Bond Program School Projects to submit Step Two Proposals, which will include but not be limited to any additional information requested, proposed fees and prices for fulfilling the general conditions.

Respondents contacted by the District for participation in Step Two Proposal submission (“Proposers”) will be notified via email correspondence. **Provide at least two names and email addresses of individuals to be notified of selection as a short-listed company to ensure receipt of the email.**

Step Two Proposal submissions are due no later than the date to be communicated via above email correspondence:

Attention: Rick Gay, CPPO, RSBO, RTSBA, Director of Purchasing Services,
Request for Qualifications – Construction Manager at Risk (CMAR Step One)
RFQ # 12744 – 2017 Bond Program New Construction-Additions and Renovations to SBISD
Spring Branch Independent School District
1031 Witte Rd., Bldg. T-1A
Houston, Texas 77055

A room will be reserved to publicly open and read aloud requested Step Two Proposal fees, duration and prices. No other information shall be made public until after a contract has been awarded.

Each Step Two Proposal response must be labeled on the outside with the 1) Respondent’s company name, 2) Respondent’s company address, 3) RFQ project number, and 4) the RFQ project name. The Step Two Proposal submissions will be evaluated and ranked within 45 days of Step Two Proposal due date. Each Step Two Proposal fees, pricing, or costs must remain open for 180 days from Step Two Proposal submittal due date.

Fees:

The following information again is for reference **ONLY** during the Step One process. This information will be completed and provided by invited short-listed companies **ONLY** as a part of the RFQ Step Two Proposal process. It is anticipated that the District will enter into a construction contract for the work with the Construction Manager-At- Risk (CMAR) for a fee with a Guaranteed Maximum Price. All pre-construction, cost of the work and construction phase fees will be included in the Guaranteed Maximum Price. The fee(s) shall be listed in both percent (%) and dollar amounts, with general conditions costs being expressed as a “not to exceed” percent (%) and dollar amounts. The fees should be divided into two parts below (See - A. Fee – Proposal).

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

>>Step Two – Proposed Fees, Pricing and Costs (continued)

The following information in this Step Two section is being provided for informational purposes only, and is applicable to the Step Two process only.

Fees, prices, or costs shall not be included in the Response to the Request for Qualifications (Step One). If fees, prices, or costs are included in the Response, the Response will be considered as nonresponsive.

A. Fee Proposal:

1. Cost of Pre-construction Services:

For pre-construction services, as described in the Agreement, inclusive of all expenses and disbursements as a lump sum.

[_____] and [\$_____]
Amount in words

2. Cost of Construction Phase Services:

For overhead and profit, as described in the Agreement, proposed fee amount to be _____ percentage (%) of the cost of the work in dollars and percent to be provided.

3. Cost of General Conditions:

For General Conditions as described in the Agreement, proposed amount to be provided for a Guaranteed Maximum Price project as a not to exceed % percentage of Cost of Work (Including allowances and contingencies).

This is an invitation to the Step Two - Proposal for above named fees only. If Proposer adds any condition to the above requested fee's the proposal may not be accepted by the District. A final sealed proposal form with a list of allowable general conditions will be provided to finalists, along with the District's form of contract documents, as part of Step Two of this RFQ.

In the event of a tie proposal on this Step Two – Proposal, evaluation scores from the Step One – Submittal will be used to decide which proposal provides overall Best Value to the District as the tiebreaker.

It is understood, as stated in 1.13 Reservations of Rights in the RFQ, the District can reject any or all SOQ's or any part of an SOQ, as well as, waive any or all minor irregularities in any part of an SOQ.

The following information in this Step Two section above is being provided for informational purposes only, and is applicable to the Step Two process only.

Fees, prices, or costs shall not be included in the Response to the Request for Qualifications (Step One). If fees, prices, or costs are included in the Response, the Response will be considered as nonresponsive.

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

3.2 STEP ONE - SUBMISSION REQUIREMENTS:

Deadline and Number of Copies

The submittal package for RFQ Step One shall be received no later than **JULY 31, 2018 @ 1:30 PM**

To: Attention: Rick Gay, CPPO, RSBO, RTSBA, Director of Purchasing Services,
Request for Qualifications – Construction Manager at Risk (CMAR Step One)
RFQ # 12744 – 2017 Bond Program New Construction-Additions and Renovations to SBISD
Spring Branch Independent School District
1031 Witte Rd., Bldg. T-1A
Houston, Texas 77055

The submittal package must contain:

1. One (1) original submittal package with original signatures, and that set should be labeled "ORIGINAL"
2. One (1) printed copies in the required format set forth in section 3.3.
3. Eight (8) separate, electronic format "ORIGINAL" scanned copies (On flash drives only). The separate, electronic format copies must be created using tools that are compatible with the Microsoft Office standard desktop tools or Adobe Acrobat Reader, without the need for conversion.

3.3 STEP ONE - SUBMITTAL CONTENT:

To enable the Spring Branch Independent School District to efficiently evaluate the Statement of Qualification packages, it is **MANDATORY** that Respondents follow the required format in preparing their SOQ. SOQs that **DO NOT** conform to the prescribed format will be rejected and not be evaluated.

The printed original and printed copies of the SOQ shall be submitted in binders. Pages shall be no larger than letter-size (8-1/2" by 11 ") or, if folded to that dimension, twice letter size (11" by 17"). Each section (defined below) shall be separated by a tabbed divider.

Each SOQ shall be organized in the following order:

Outside Cover and/or First Page: This page/cover shall contain the name of the SOQ ("Statement of Qualifications for **RFQ # 12744 – 2017 Bond Program New Construction-Additions and Renovations to SBISD- CMAR Replacement**").

- A. The name of the Respondent, RFQ project number, and the submittal date.
- B. **Table of Contents:** The next page shall be a Table of Contents.
- C. **Section 1 Divider** (letter)
 1. Transmittal Letter: Following the divider shall be a letter transmitting the SOQ to:

Spring Branch Independent School District
Richard Gay, CPPO, RSBO, RTSBA
Director of Purchasing Services

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

Requirements: The Transmittal letter

- a. shall be a maximum of 2 pages
- b. shall identify full, official business name as registered with Secretary of State Respondent will be doing business as for this RFQ.
- c. may highlight the key aspects of the qualifications of the team to provide construction services to SBISD for the 2017 Bond Program.
- d. shall state that the submittal is valid for 360 days.
- e. shall confirm that the Respondent agrees to maintain a Houston office during the term of the engagement
- f. shall acknowledge receipt of addenda by number and date issued
- g. shall include the original signature of a partner, principal, or officer of the Respondent (this original shall be submitted in the set labeled "ORIGINAL").

D. Section 2 Divider - Firm Profile and Relevant Experience (42 pages maximum, single sided)

1. Executive Summary

This section should serve to introduce the purpose and scope of the RFQ. It should include administrative information including, at a minimum, response date, Respondent's contact name and phone number. This section must include a summary of the Respondent's qualifications and ability to meet SBISD's overall requirements.

2. Corporate Qualifications and Relevant Experience

- a. The Respondent should give a brief description of their company, including a brief history, corporate structure and organization, number of years in business, number of years in K-12 facilities construction manager at risk experience.
- b. Respondents should describe their current experience in other school district programs of comparable size, scope and diversity with references from entities, including names, addresses, telephone numbers, and email addresses. The same current references provided must be entered in Attachment A - Questionnaire.
- c. If the SOQ submittal involves a joint venture, Respondent needs to demonstrate successful joint ventures in the past, and how the joint venture would be structured for this RFQ.
- d. Submitter must identify and describe a maximum of five (5) projects of directly relevant experience per School Project with references provided w/ full contact information including phone and email address. Limit your firm's relevant experience to one page maximum for the School Project.
- e. Send the related Reference Request form to your Client reference, and have them complete, sign and return to be submitted with the qualification package. Submit it with your package no later than the qualification due date of **July 31, 2018, 1:30 PM**. Submittals with less experience than five (5) projects are still encouraged to submit but, will be scored accordingly.

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

3. Safety Record

Provide a scanned copy only of your company safety plan, as a separate file, named as follows – Company Name - Safety Plan, on the eight (8) flash drives required to be submitted with your RFQ.

The safety plan does not count as part of your 42 page maximum, single sided limit.

4. Approach and Methodology

- a. This section should include the Respondent's understanding of the nature of the project/service(s) to be provided and how their submittal will best meet the needs of SBISD.
- b. Respondents should define their functional approach in identifying the tasks necessary to meet requirements.
- c. Respondents should define their functional approach in providing the services for the duration of the contract to complete the projects outlined.
- d. Describe the approach to project management and quality assurance.
- e. Provide a proposed project work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing, and safety methodology.

5. Proposed Personnel

- a. The Respondent should provide detailed information about the experience and qualifications of the Respondent's assigned personnel considered key to the success of the project and for each School Project submitting for. The actual personnel who will be assigned to a School Project must be included in the submittal. Substitutions of personnel after award of the contract must only be made because of extreme extenuating circumstances with prior approval from SBISD.
- b. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project and how those roles support the scope of work, his/her planned level of effort, his/her anticipated duration of involvement, and his/her on-site availability.
- c. Respondents must include a statement that all key staff members proposed are available to staff this contract. Please clearly indicate which proposed staff members are proposed as full time and part time efforts.
- d. The persons responsible for providing the day-to-day implementation of the building program must office locally.
- e. Resumes: Provide resumes of the firm's principal staff members who are available for assignment to this project indicating certifications, licenses and relevant project experience. Clearly describe each proposed team members relevant K-12 experience and level of commitment to this project as a percentage basis.

6. Bonding & Finance

- a. Financial Information: Provide a statement of the Respondent's financial stability and ability to fulfill the obligations of the contract(s) that may be awarded with their submittal. If your firm is unable to provide audited financial statements, please provide a letter why your firm cannot provide and submit any available financial information.
- b. Bonding: Provide a brief statement of the Respondent's total bonding capacity and current available bonding capacity. This information to also be provided in Attachment A – Questionnaire.

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

E. Section 3 Divider (Forms A thru L and Insurance)

- a. Form A – REFERENCES
- b. Form B – FELONY CONVICTION NOTICE
- c. Form C – CERIFICATE OF RESIDENCY
- d. Form D – CONFLICT OF INTEREST QUESTIONNAIRE
- e. Form E – DEBARMENT – FEDERAL / NON FEDERAL
- f. Form F – NON-COLLUSION STATEMENT
- g. Form H – HISTORICALLY UNDERUTILIZED BUSINESS QUESTIONBAIRE
- h. Form I - EDGAR CONTRACT ADDENDUM
- i. Form J – EXCEPTION FORM
- j. Form K – SIGNATURE PAGE
- k. Form L – CM@RISK REFERNECE REQUEST FORM / QUESTIONS
- l. Proof of Insurance – Respondent must provide a Certificate of Insurance from their insurance agent(s) confirming they should be able to comply with the terms and conditions in SECTION 3.6 (Insurance) of the Construction Manager at Risk Agreement for each School Project the Awardee will be responsible for under this RFQ.

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

3.4 SELECTION PROCESS:

CMAR services will be procured in accordance with all applicable law pertaining to CMAR services and the terms, conditions and requirement set forth in this Two-step RFQ. A selection committee comprised of District personnel will evaluate and determine the SOQ submittals deemed qualified to participate in Step Two. The committee may invite up to five qualified companies per School Project to participate in Step Two.

SBISD reserves the right to reject any or all Step One SOQ submittals or any and all Step Two proposals, to negotiate changes in the scope of the work or services to be provided, to withhold the award for any reason it may determine, in its sole discretion, and to waive or decline any technicalities or irregularities in any Step One SOQ or Step Two Proposal.

Step One SOQs shall not include any information regarding Respondents fees, pricing or other compensation and no such information will be considered by the District. If fees or prices are included in the Response to this RFQ, the Response will be considered as nonresponsive.

By submitting its Step One SOQ in response to this RFQ, Respondent accepts the qualification process and accepts that determinations of the most highly qualified company(s) will require the discretionary judgments of the District. Further, if Respondent is invited to submit a Proposal in Step Two of this Two-step CMAR process, Respondent to Step Two accepts the evaluation judgment of the committee based on the evaluation criteria below.

3.5 SELECTION CRITERIA

PROCEDURE:

The following information is to be used by the Primary Contractors when completing the Qualification Submission for the provided list of projects. Contractors are to use the forms provided. All the information is to be either typed or printed legibly in ink.

All Qualification Submissions are to be submitted in an envelope with the RFQ Project Name, Bid Number, and Primary Contractor clearly identified on the envelope.

3.5.1 SIMILAR SCOPE & SIZE (40 points)

The following information is to be provided for K-12 school contracts completed within the last 10 years. The information is to be listed starting with the most recent projects based upon completion dates. Projects should be listed in descending order (most recent first) and should include school district name, address, contact person, telephone number and email address.

3.5.2 Number of Projects--Provide a description of the scope of the projects, including construction cost, total square footage and project timeline from design to construction completion. List the primary sub-contractors and their respective areas of responsibility and second and third tier sub-contractors. Points will be awarded to the bidder for projects similar in scope and size to the list of projects provided. (10 to 15 projects = 35 points; 5 to 9 projects = 25 points; under 5 = 10 points.)

3.5.3 Major Accomplishment or Innovation--Briefly describe a major accomplishment or innovation associated with any or all of the projects listed. An example may be a cost-saving method utilized for the first time; use of inventive scheduling allowed the project to be completed ahead of schedule. (5 points)

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

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3.6 MANAGEMENT PLAN (40 points)

The Management Plans submitted for their specific completed projects are to be similar to the list of projects provided such as an elementary, middle, and high school.

- 3.6.1 Organizational Chart--Provide a simple flow chart that indicates at a minimum personnel qualified to support and manage a project, such as; Company/Owner Representative, Project Manager, Project Superintendent, Accounts Payable Manager, and Safety Officer. 5 points (maximum)
- 3.6.2 Experience of Personnel Listed in Chart--Points will be awarded for information supplied for people identified in chart. Preference will be awarded to individuals with K-12 construction experience. 5 points (maximum)
- 3.6.3 Project Methodology - Provide a brief written statement that explains the Primary contractor's intended course of action, approach and methodology for the type of projects listed. The narrative should address how the projects will be managed and coordinated. The narrative should also identify the type and scope of work to be accomplished while school is in session versus summer break. 10 points (maximum)
- 3.6.4 Bar Chart Schedule--Submit an example of a fully developed, horizontal bar-chart type construction schedule from a completed or ongoing new construction project, a renovation project and a phased project. Schedules should show a separate time bar for each significant construction activity as well as a critical path for the project. 10 points (maximum)
- 3.6.5 Schedule – Provide an example where a project was behind schedule and a recovery schedule was develop to get the project back on original timeline. Remove the following statement. 10 Points

3.7 ARCHITECT/ENGINEER AND SUBCONTRACTORS REFERENCES (15 points)

Primary Contractor will provide a list of the architects, engineering consultants and major subcontractors with whom your firm has worked with in the past on K-12 projects of similar scope and size. For each of the architect, engineer & subcontractor listed provide a reference contact person and indicate the previous K-12 project(s) where your firm worked with these professionals. Points will be awarded as follows:

Primary worked with architect, engineer & subcontractors on previous K-12 projects:

0 to 5 projects = 5 points, 6 to 10 projects = 10 points, and 11 or more projects = 15 points

3.8 SAFETY PLAN (5 points)

Does the Primary Contractor have a Company Wide Safety Plan? Individual plans are not to be submitted with the Qualification Submission.

Yes = 3 points; No = 0 points

Is the Designated Safety Officer for the company certified by BOCA (spell out) or similar nationally recognized safety code authority? If the Designated Safety Officer is a subcontractor to the Primary indicate the name of the company with a contact person and telephone number.

Yes = 2 points; No = 0 points

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

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3.9 Evaluation Procedure

Each complete Qualification Submissions will be evaluated by the SBISD Evaluation Committee consisting of members of the departments of Planning & Construction and Purchasing.

3.10 The following are the points associated with each of the various Qualification Submissions sections:

3.10.1 Transmittal Letter	0 points (required)
3.10.2 K- 12 Projects of Similar Scope and Size	40 points
3.10.3 Management Plan	40 points
3.10.4 Architect/Engineer and Subcontractors References	15 points
3.10.5 Safety Plan	5 points

3.11 Insurance

Vendor is required to provide SBISD with copies of certificates of insurance, naming SBISD as additional insured's for Texas Workers Compensation and General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Contract. Certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to SBISD prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas, and shall be acceptable to SBISD. Vendor shall give SBISD a minimum of thirty (30) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the term of this Contract, maintain insurance coverage with not less than the type and requirements shown below.

All policies of insurance shall waive all rights of subrogation against SBISD and its officers, employees and agents. Upon approval notice, certified copies of original insurance policies shall be furnished to SBISD. SBISD, as requested, shall be named as an "additional insured" on insurance policies. SBISD reserves the right to require additional insurance should SBISD deem additional insurance necessary, in its sole discretion.

3.12 Step Two Evaluation Criteria

Price _____ %

Scores from Step One _____ %

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process) Spring Branch Independent School District Insurance Requirements for Contractors

Policy Type	Individual Consultants	Professional Service Providers	Educational Entertainment*	Vendors, Construction, Repair, Maintenance, Service	Charter Bus Service
	Speakers, Presenters, Prof. Staff Development Providers, Motivational Speakers, Judges, Choreographers, Private Music Lesson Providers, etc. (Waiver required)	Professionals including Licensed Individuals and Companies	Rentals, Dancers, Animal Exhibitions, Inflatable Bouncers, Carnival Rides, Etc. (Including PTA's, PTO's, Corporate Sponsors or other event holders on premises)	Construction, Installation, Renovation, Building Modifications, Service, Maintenance or Repair Projects	
General Liability					
Each Occurrence	500,000	1,000,000	1,000,000	1,000,000	1,000,000
Damage to Rented Premises	Not Required	Not Required	100,000	100,000	100,000
Medical Expenses	Not Required	5,000	5,000	5,000	5,000
Personal & Advertising Injury	Not Required	1,000,000	1,000,000	1,000,000	1,000,000
General Aggregate	Not Required	1,000,000	1,000,000	2,000,000	1,000,000
Products - Completed Operations	Not Required	1,000,000	1,000,000	2,000,000	Not Required
Blanket Contractual	Not Required	Not Required	Not Required	Yes	Not Required
Independent Contractors	Not Required	Not Required	Not Required	Yes	Not Required
Broad Form Property Damage	Not Required	Not Required	Not Required	Yes	Not Required
Per Project Aggregate Limit	Not Required	Not Required	Not Required	Yes	Not Required
Pollution Liability (If applicable)	Not Required	Not Required	Yes	Yes	Not Required
Explosion, Collapse, Underground (If applicable)	Not Required	Not Required	Yes	Yes	Not Required
Sexual Abuse & Molestation	Not Required	100,000/300,000	100,000/300,000	1,000,000	1,000,000
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Auto Liability (required if on SBISD property)					
Combined Single Limit	500,000	500,000	500,000	\$1,000,000 per occurrence	\$1,000,000 per occurrence
Uninsured/Underinsured Motorist Limit	Not Required	included	included		\$85,000 per occurrence
Medical Payments or Personal Injury Protection	Not Required	included	included		5,000
Sexual Abuse & Molestation	Not Required	included	included		1,000,000
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Umbrella Liability (Excess)					
Excess of General, Automobile and Employers Liability	Not Required	100% of Proposal or Project; For Projects Over \$1 million	100% of Proposal or Project; For Projects Over \$1 million	100% of Proposal or Project; Minimum Limit \$1,000,000, Maximum Limit \$25,000,000	5,000,000
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Statutory Workers' Compensation	If required by law	Required	Required	Required	Required
Employers Liability	Varies	Varies	1,000,000	1,000,000	1,000,000
Do you accept accident policies & District waivers (not DWC) in lieu of workers comp?	Yes, unless Workers Comp is required by law	No, <u>Worker's Compensation required</u>	No, <u>Worker's Compensation required</u>	No, <u>Worker's Compensation required</u>	No, <u>Worker's Compensation required</u>
Endorsements Required in favor of SBISD:					
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
All Risk Builders Risk/Installation Floater if contract is with other than Vendor	Only if applicable	Only if applicable	Only if applicable	Greater of Value of Project or Property at Risk	Only if applicable
Deductible	Only if applicable	Only if applicable	Only if applicable	Subject to approval	Only if applicable
Flood	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Terrorism	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Permission to Occupy Granted	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Professional Errors & Omissions Liability for certified professionals	Not Applicable	1,000,000	Not Applicable	100% of Proposal or Project; Minimum Limit \$1,000,000, Maximum Limit \$10,000,000	Not Applicable
Retroactive Date preceding Date of Contract	Not Applicable	Required	Not Applicable	Required	Not Applicable
Extended Reporting Period	Not Applicable	Required	Not Applicable	Required	Not Applicable
Insurance Company A.M. Best Rating	A- X	A- X	A- X	A- X	A- X
Bonds					
Proposal (Bid) Bond or Proposal Security	Not Applicable	Not Applicable	Not Applicable	10% of proposal sum	Not Applicable
Payment Bond	Not Applicable	Not Applicable	Not Applicable	100% of contract sum	Not Applicable
Performance Bond	Not Applicable	Not Applicable	Not Applicable	100% of contract sum	Not Applicable

* Includes PTA's, PTO's, Corporate Sponsors, or other Event Holders using District property. Event coverage in the limits specified must be obtained. SBISD, its officers, employees, and elected representatives must be named as additional insured on the policies.

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES
(CMAR – Step One of a Two Step Process)

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RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

IV. FORMS

Attachment A

PROPOSER'S INFORMATION

Legal name of proposer: _____

Data universal numbering system (duns) number: _____

Type of business/description of products and/or services provided: _____

Proposer's mailing address: _____

City: _____ State: _____ Zip code: _____

Proposer's street address: _____

City: _____ State: _____ Zip code: _____

Telephone: _____ Fax: _____

Contact person's name: _____

Contact person's telephone number: _____ Fax: _____

Contact person's e-mail address: _____

1. Type of business entity: ☐ publicly traded corporation ☐ private corporation

☐ limited partnership ☐ partnership ☐ sole proprietorship ☐ not for profit entity

2. Number of full time employees: _____ Number of part time employees: _____

3. City and state of Proposer's principal place of business: _____

If not Texas, does the state have preferential treatment on bids? ☐ Yes ☐ No

if yes, what percentage: _____%

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

PROPOSER'S INFORMATION, continued

4. Number of years Proposer has been in continuous operation: _____

5. Number of years Proposer has been in business under its present business name: _____

6. Has Proposer conducted business with the district under another name? ☐ Yes ☐ No

If yes, provide other name(s): _____

7. Number of years doing business with SBISD: _____

8. Does Proposer have a parent company or subsidiary that currently conducts or that has previously conducted business with the District? ☐ Yes ☐ No

If yes, name of parent company and/or subsidiary: _____

9. Does Proposer have any owners, principal shareholders or stockholders, officers, agents, salespeople or key employees who have been members of the SBISD Board of Trustees during the last 5 years?

☐ Yes ☐ No

If yes, name(s) and title(s): _____

10. Does any officer, partner, owner, sales representative and/or spouse work for SBISD?

☐ Yes ☐ No

11. Does Proposer have any owners, principal shareholders or stockholders, officers, agents, salespeople or key employees who are district employees or who are members of a district employee's immediate family who either work or who may potentially work on this contract with the district?

☐ Yes ☐ No

If yes, name(s) and title(s): _____

12. Names of authorized agents, including any person or entity authorized to 'act with' or 'act on your behalf,' such as consultants, sub-contractors, re-sellers, lobbyists, confidants, etc., whether compensated or not compensated:

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

PROPOSER'S INFORMATION, continued

13. Does Proposer have relationship(s) with any political action committees? ☐ Yes ☐ No

If yes, name(s) of PAC(s): _____

14. Has Proposer (including any owner, principal shareholder or stockholder, officer, agent, salesperson, or employee) been involved in past, pending, or present litigation involving the District?

☐ Yes ☐ No

If yes, please provide the style and status of the case as well as the type of litigation:

15. Financial and business references, including bank with which Proposer conducts business:

Name of bank with which Proposer conducts business: _____

Bank officer: _____ Officer's phone number: _____

Name of other banking/financial institution(s): _____

16. Name of insurance companies:

Insurance Companies	Insurance Companies

17. Check one of the following: ☐ Proposer will provide goods and services with own work force

☐ Proposer will purchase goods directly from the manufacturer or other proposer

18. SBISD can only do business with equal opportunity employers.

Do you advertise as an equal opportunity employer? ☐ Yes ☐ No

Do you have a written non-discriminatory policy of employment? ☐ Yes ☐ No

Has this policy been circulated throughout your organization? ☐ Yes ☐ No

Person to contact regarding equal opportunity information issues:

Name: _____ Title: _____

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

I attest that I have answered the questions regarding proposer information truthfully and to the best of my knowledge.

Name of Proposer's Authorized Official:

(Type or printed)

Title of Proposer's Authorized Official:

(Type or printed)

Signature of Proposer's Authorized Official:

Date Signed:

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES
(CMAR – Step One of a Two Step Process)
REFERENCES

School Districts preferred, SBISD will consider two (2) Large Organizational references)

1. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

2. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

3. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

4. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

5. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, *Subsection (a)*, states, “a person or business entity that enter into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Proposer's Name: _____
(Legal/Official Company Name)

Proposer's Authorized Official's Name _____
(Please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Proposer's Official: _____ Date: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Proposer's Official: _____ Date: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Detail of Conviction(s): _____

Signature of Proposer's Official: _____ Date: _____

NOTE:

Name and signature of company official should be the same as on the affidavit (Proposal Response Form.

Vendor is responsible for the performance of the persons, employees and/or sub-contractors assigned to provide services for SBISD pursuant to this Bid/Proposal on any and all SBISD campuses or facilities. Vendor will not assign individuals to provide services at SBISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction.

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.L. This law makes it necessary for the SBISD to determine the residency of its bidders. In part, this law reads as follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that _____
(Proposer’s Legal/Official Company Name)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder _____ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____

If not Texas, does the state have preferential treatment on bids? ☐ Yes ☐ No

If yes, what percentage: _____%

Name of Proposer’s Authorized Official:

(Type or printed)

Title of Proposer’s Authorized Official:

(Type or printed)

Signature of Proposer’s Authorized Official: _____

Date Signed: _____

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process) CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity.	Date Received	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-top: 1px solid black; width: 30%; margin: 0 auto;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;"><p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p><p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p><p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p><p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p></div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity		Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

**NOTE: THIS FORM MUST BE COMPLETED WITH COMPANY NAME, SIGNATURE AND DATE
EVEN IF COMPANY HAS NO CONFLICT OF INTEREST.**

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

DEBARMENT OR SUSPENSION CERTIFICATION FORM

FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification by completing and signing this form.

Debarment:

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

Your 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.

Proposer's Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone: _____

Name of Proposer's Authorized Official: _____
(Type or printed)

Title of Proposer's Authorized Official: _____
(Type or printed)

Signature of Proposer's Authorized Official: _____

Date Signed: _____

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

DEBARMENT OR SUSPENSION CERTIFICATION FORM

NON - FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below SBISD – Non Federal Funds Certification by completing and signing this form.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services, Vendors receiving awards of contracts all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

Your 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.

Proposer's Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone #: _____

Name of Proposer's Authorized Official: _____
(Type or printed)

Title of Proposer's Authorized Official: _____
(Type or printed)

Signature of Proposer's Authorized Official: _____

Date Signed: _____

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES
(CMAR – Step One of a Two Step Process)

NON-COLLUSION STATEMENT

"The undersigned affirms that he/she is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal"

Proposer's Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone # : _____ Fax # : _____

Name of Proposer's Authorized Official: _____
(Type or printed)

Title of Proposer's Authorized Official: _____
(Type or printed)

Signature of Proposer's Authorized Official: _____

Date Signed: _____

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

HISTORICALLY UNDERUTILIZED BUSINESS QUESTIONNAIRE

SBISD will use its best efforts to encourage small, minority and women-owned businesses to participate in current and future purchasing of all goods and services.

A Historically Underutilized Business (HUB)

- is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Are you a certified HUB?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Office Location (City & County)		
Length of time at above location		

2. Are you proposing to utilize any Certified HUB sub-consultants for this project?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
HUB sub-consultant name		
HUB sub-consultant office location (City & County)		
HUB sub-consultant length of time at above location	HUB sub-consultant fee (% of total fee)	%
HUB sub-consultant role		
HUB sub-consultant name		
HUB sub-consultant office location (City & County)		
HUB sub-consultant length of time at above location	HUB sub-consultant fee (% of total fee)	%
HUB sub-consultant role		
HUB sub-consultant name		
HUB sub-consultant office location (City & County)		
HUB sub-consultant length of time at above location	HUB sub-consultant fee (% of total fee)	%
HUB sub-consultant role		

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

EDGAR CONTRACT ADDENDUM

VENDOR NAME

In accordance with §200.326 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new “EDGAR”), this Addendum ("**Addendum**") is proof of the vendor's willingness and ability to comply with certain requirements which may be applicable to specific SBISD purchases using federal grant funds. It amends and is hereby incorporated into an existing agreement between the parties as follows:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by SBISD, SBISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by SBISD, SBISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. SBISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if SBISD believes, in its sole discretion that it is in the best interest of SBISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by SBISD as of the termination date if the contract is terminated for convenience of SBISD. Any award under this procurement process is not exclusive and SBISD reserves the right to purchase goods and services from other vendors when it is in the best interest of SBISD.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by SBISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

Does vendor agree to abide by the above? YES _____ Initials of Authorized Representative of vendor

EDGAR CONTRACT ADDENDUM, continued

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by SBISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by SBISD, the vendor certifies that during the term of an award for all contracts by SBISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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EDGAR CONTRACT ADDENDUM, continued

Pursuant to Federal Rule (F) above, when federal funds are expended by SBISD, the vendor certifies that during the term of an award for all contracts by SBISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by SBISD, the vendor certifies that during the term of an award for all contracts by SBISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by SBISD, the vendor certifies that during the term of an award for all contracts by SBISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by SBISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by SBISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

EDGAR CONTRACT ADDENDUM, continued

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by SBISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: _____

Date: _____

Prompt Payment Discount: _____ % _____ Days

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

Form H

EXCEPTION FORM

All deviations and exceptions to this RFQ must be expressly stated in this Exception Form (additional pages to this form may be added if necessary). In the absence of any entry on this Exception Form, the Respondent(s) assures SBISD of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of the RFQ. **THIS EXCEPTION FORM MUST BE SIGNED BY EACH RESPONDENT(S) WHETHER THERE ARE EXCEPTIONS LISTED OR NOT, AND SUBMITTED WITH THE SOQ.**

SECTION #, PARAGRAPH # (OR SUBSECTION #) AND PAGE	EXCEPTION

Company Name

Corporate Officer's Signature

Printed Name _____

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

SIGNATURE PAGE

This Signature Page must be signed and returned with your proposal response to acknowledge and affirm agreement to all of the statements and terms & conditions contained in this CSP.

The undersigned, in submitting this Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, religion, color, national origin, age, sex or disability unrelated to job performance of this Bid/Proposal.

I hereby acknowledge receipt of the following addenda, which have been issued and incorporated into the Proposal Document. (Please initial in ink beside each addenda received.)

Addendum No. 1 _____
Addendum No. 2 _____

Addendum No. 3 _____
Addendum No. 4 _____

Having carefully examined the Proposal Notice, Terms, Conditions, Specifications and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

The undersigned agrees to deliver all goods and/or services within _____ calendar days after receipt of order.

SUBMITTED BY:

Proposer: _____
(Legal/Official Company Name) **MUST BE SIGNED IN INK TO
BE CONSIDERED RESPONSIVE**

By: _____
(Signature)

Name: _____
(Printed Name of Authorized Representative)

Title: _____
(Printed Title of Authorized Representative)

_____ (Date)

Address: _____

City/State/Zip _____

Telephone #: _____ Fax #: _____

Email: _____

Taxpayer Identification #: _____

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

(CMAR – Step One of a Two Step Process)

Form L – REFERENCE REQUEST FORM

Construction Manager at Risk - Reference Checklist

Project Name
CMAR Name
Owner or AE Providing Reference
Telephone Number
Response Date
Reference Project Description
Reference Contract Type
Please forward completed reference to gerald.mccall@springbranchisd.com no later than JULY 31, 2018

RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

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#	Questions	Score (0-10)	Notes
1	How well did the CMAR create and follow a construction schedule including phasing; working within student occupied areas?		
2	Rate how well the project's actual costs compared to the GMP(s) provided by the CMAR.		
3	Rate the overall construction quality of the CMAR work.		
4	Rate CMAR performance regarding Change Orders? (Low Volume/Prompt Response/Reasonable Pricing)		
5	Rate how well the CMAR performed the Pre-construction Services.		
6	Rate CMAR personnel/resources to complete project tasks.		
7	How well the CMAR provided accurate and current communications in a timely manner to Owner requests?		
8	Did the CMAR perform in the manner in which their proposal presented their qualifications?		
9	How well did the CMAR value engineer in order to maintain costs within the proposed amount?		
10	Would you choose this CMAR again?		
Total Score (0-100)			Sum of 10 Questions Scored