



# Amigos Por Vida Friends For Life

## AMIGOS POR VIDA-FRIENDS FOR LIFE CHARTER SCHOOL

RFQ #22-001 Issued: October 17<sup>th</sup>, 2022

### REQUEST FOR PROPOSALS FOR DESIGN BUILD SERVICES FOR THE CONSTRUCTION OF A CAMPUS EXPANSION

This Request for Qualifications (RFQ) is intended to solicit qualifications with capabilities to design and construct improvements (Respondents) for Amigos Por Vida-Friends For Life Charter School (Owner or School). It is the intent of the School to select the Respondent demonstrating the best overall value to the Owner, and to enter into an agreement to provide design and construction services to Owner. Improvements may include but are not limited to, design and construction of the Amigos Por Vida-Friends For Life Campus Expansion. All design and construction are expected to meet current codes and standards for Houston and Harris County, Texas.

I.	<u>INTRODUCTION</u> .....	3
II.	<u>RFQ ADVERTISEMENT, AVAILABILITY, AND DELIVERY</u> .....	8
III.	<u>PROBABLE SCHEDULE OF EVENTS</u> .....	9
IV.	<u>SUBMISSION FORMAT &amp; CONTENT REQUIREMENTS</u> .....	9
V.	<u>DEFINITIONS</u> .....	10
VI.	<u>TERM OF CONTRACT</u> .....	10
VII.	<u>SUBMISSION REQUIREMENTS</u> .....	10
VIII.	<u>AMENDMENTS TO THE RFQ</u> .....	18
IX.	<u>RESTRICTIONS ON COMMUNICATION</u> .....	18
X.	<u>EVALUATION</u> .....	19
XI.	<u>AWARD OF CONTRACT AND RESRVATION OF RIGHTS</u> .....	21
XII.	<u>PROPOSAL MODIFICATIONS AND WITHDRAWL PRIOR TO PROPOSAL OPENING</u> ...	22
XIII.	<u>EXHIBIT A - FELONY CONVICTION NOTIFICATION</u> .....	24
XIV.	<u>EXHIBIT B - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT</u> .....	26

<u>XV.</u>	<u>EXHIBIT C – PROOF OF INSURABILITY</u> .....	27
<u>XVI.</u>	<u>EXHIBIT D – PROOF OF BONDING CAPACITY</u> .....	28
<u>XVII.</u>	<u>EXHIBIT E - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE</u> .....	29
<u>XVIII.</u>	<u>EXHIBIT F - DEVIATION AND EXCEPTIONS FORM</u> .....	31
<u>XIX.</u>	<u>EXHIBIT G – CERTIFICATE OF RESIDENCY</u> .....	32
<u>XX.</u>	<u>EXHIBIT H - VENDOR STATEMENT OF DEBARMENT/SUSPENSION</u> .....	33
<u>XXI.</u>	<u>EXHIBIT I – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER</u> .....	34
<u>XXII.</u>	<u>EXHIBIT J – FORM 1295-CERTIFICATE OF INTERESTED PARTIES</u> .....	35
<u>XXIII.</u>	<u>EXHIBIT K – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL</u> .....	38
<u>XXIV.</u>	<u>EXHIBIT L – CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES ...</u> .....	39
<u>XXV.</u>	<u>EXHIBIT M – CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES</u> .....	40
<u>XXVI.</u>	<u>EXHIBIT N – CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE</u> .....	41
<u>XXVII.</u>	<u>EXHIBIT O –PROPOSAL FORM</u> .....	43
<u>XXVIII.</u>	<u>EXHIBIT P – BID BOND</u> .....	45
<u>XXIX.</u>	<u>EXHIBIT Q - AIA DOCUMENT A101-2017</u> .....	46
<u>XXX.</u>	<u>EXHIBIT R - AIA DOCUMENT A201-2017</u> .....	47
<u>XXXI.</u>	<u>EXHIBIT S – PREVAILING WAGE RATES</u> .....	48
<u>XXXII.</u>	<u>EXHIBIT T - GENERAL CONDITIONS</u> .....	49

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## INTRODUCTION

Pursuant to the provisions of the Texas Government Code § 2269, Subchapter G, it is the intent of the Amigos Por Vida-Friends For Life Charter School (Owner or School) to solicit qualifications and proposals from qualified vendors to provide Design Build Services in a Two-Step Process as described herein.

**Project Team:** The selected Respondent will join a Project Team which will include Owner's Administration and the Owner's Project Manager Ziegler Cooper Architects (Owner's Representative), all of whom will be engaged in a cooperative effort to provide the Owner with successful and cost-effective solutions for an expansion of Owner's campus. The selected Respondent will assist the School and the Owner's Representative with pre-construction services and to build the project thereafter as design-builder.

The form of agreement will be actual cost of the work, not to exceed, with fixed fee as a percentage of the actual Cost of the Work. Refer to the exhibits to this RFQ for additional details.

**Project Information:** The School plans to build an expansion to its existing campus. The Design Criteria Package describes the requested spaces, standards for construction, contract forms, schedule requirements, and other information known at the time of this RFQ.

The existing school is located on approximately 2.23-acre site. The existing building is a 2-story tilt-wall construction with structural steel framing. The planned expansion will include for the elementary school, 2-story 8-classroom addition at the north/east corner of the existing building, and a 2-story expansion on the west end of the existing building which will include a new Cafetorium at 1st floor and additional classrooms and labs at 2nd floor for the middle School expansion. Part of this expansion will also include adding a second floor above a section of the existing Gym/Cafetorium. Additionally underground detention is required, increased parking and completion of a paved ring-road extension for carpooling.

### Project Program

**Phase 1:** Elementary School Classroom Expansion – 2-stories approx. 8,300 s.f.

4-new classrooms at each floor level (total of 8-classrooms) matching existing classroom size (approx. 733 s.f. each). Classrooms will be paired for flexibility with movable partitions between them.

Stair access between floors, support rooms and corridor connecting to existing and exit from the building at first floor.

**Phase 2:** Middle School & Cafetorium Expansion – 2 stories approx. 28,200 s.f.

1st Floor Program includes:

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Cafetorium with stage and backstage storage.

Fine Arts Classroom with office & storage

Kitchen Reconfiguration and Upgrades

Restrooms, storage and mechanical & service rooms.

2nd Floor Program includes:

5- standard classrooms (approx. 733 s.f. each)

4- large classrooms (approx. 900 s.f. each) paired with flexible moveable partitions between them.

2 – Science Labs with shared Prep Room.

Restrooms, service rooms, IT, support, storage and interconnecting stairs.

1-Passenger Elevator

Site Works will include addition of underground detention with at grade parking above. Extension of the paved drive along the south and east boundaries to facilitate carpooling. Drop-off area to include a canopy.

- i. The estimated construction cost limit (CCL)of the work is **\$12,757,800.00**, including but not limited to design, permitting and inspection fees. Furniture, Furnishings and equipment costs are not included.
- ii. The site is the existing Amigos Por Vida-Friends For Life Campus, located at 5503 El Camino Del Rey St, Houston, TX 77081.
- iii. School's Project Manager: (Owner's Representative)  
Ziegler Cooper Architects

Christopher Bent Int. Assoc. AIA

Sr. Project Manager-Ziegler Cooper Architects,

700 Louisiana Street, Suite 350, Houston TX. 77002

Email: cbent@zieglercooper.com

Intent: It is anticipated that the Project will require a Phased Delivery Process, with some possible early procurement packages, such as pre-purchasing of HVAC units, Elevators, and other long-lead items. Because of this, the Owner requires focus on the Pre-construction Services for this Project to enable an early start of construction. Sufficient analysis of Pre-construction Services needs to be considered by the Contractor prior to the submission of Costs for these Services. The Owner will enforce compliance with the requirements for pre-

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construction services. The Owner desires to maximize the scope and quality of the project while remaining at or below the contracted not to exceed price between the parties. Therefore, the Owner expects full cooperation of the Contractor to complete the following Pre-Construction services and as stated in the contract documents.

Pre-Construction Services:

1. General

- a) Key project personnel shall attend regular meetings with the School and the Owner's Representative to review the project status and update the construction cost estimates.
- b) Consult with the School and Owner's Representative regarding site use and improvements and any phasing that needs to be considered for early work and site prep.
- c) The Contractor shall recommend to the school, a schedule for procurement of long lead-time items that will constitute part of the Work required to meet the project schedule.
- iv. Constructability Reviews
  - d) After reviewing all design documents for completeness and coordination, the Contractor shall make recommendations and provide information and cost comparisons regarding construction materials, methods, systems, and phasing, to ensure efficient construction. The Contractor shall furnish a written report after completing each design stage and construction drawings with the specifications, and in general evaluate whether:
    - (1) The drawings and specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies.
    - (2) Named materials and equipment are commercially available and are performing well in similar installations.
    - (3) Specifications include alternatives in the event that a requirement cannot be met in the field.
  - e) Constructability Review and cost estimate shall be conducted as a part of each of the following submittals:
    - (1) Schematic Design
    - (2) 100% Design Development documents.
    - (3) 50% and 90% Construction Documents
- v. Cost Control Management: The Contractor will provide a not to exceed price during the Step 2 of this RFQ process. Nevertheless, Contractor shall prepare, based upon Design Documents prepared by their design team, estimates of the total construction cost of the Project at several times, as specified below. Contractor shall prepare

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a design whose Cost of the Work estimates are less than or equal to the Owner's budget for the Cost of the Work. Contractor shall recommend, if necessary, appropriate modifications of the Design Documents to lower the Contractor's estimates to amounts equal to or lower than the Construction Budget. Contractor's cost estimates shall be provided according to Uniformal standards and as specified below and arranged in Uniformal format. Contractor shall include all costs to construct the building including items such as, general conditions, bonds, insurance, A/E fees, permit fees, wage rates and other costs; collectively constituting the Cost of the Work. A description of the cost assumptions shall be furnished by the Contractor. Construction cost estimates shall be developed/updated and submitted as a part of each of the following submittals:

- f) Schematic Design and 100% Design Development; Uniformal format elemental categories and detailed to Level 3;
- g) Construction Documents; 50% milestone; Uniformal format elemental categories and detailed to Level 4; 90% milestone; Uniformal format elemental categories and detailed to Level 4 and additionally in CSI format which once agreed by the owner will establish the GMP.
- h) Each cost estimate shall:
  - (1) Reflect the best professional estimate of actual costs anticipated to construct the project
  - (2) Establish and disclose internal estimating allowances/contingencies, consistent with good professional practice, appropriate to the phase of development. Larger allowances/contingencies are assumed held at early phases gradually diminishing to zero at completion of final cost estimate.
- vi. Approvals: Contractor shall monitor all regulatory approvals required during the Working Drawing Phase. Contractor shall meet and confer with the Authorities Having Jurisdiction to advance the project through the approval process. The contractor shall furnish any comments received or summary of discussions to the Owner and Owner's Representative for evaluation.

Contractor Services. The contract will govern but, in general, the Owner considers Contractor Services to consist as:

- vii. Pre-Construction Services (Critical for Early Involvement)
- viii. Constructability Reviews of Design and Drawings for Coordination
- ix. Ascertain completeness of Drawings and Specifications
- x. Review of Building Systems for availability and make Recommendations

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- xi. Recommend any needed Phasing and Construction efficiencies
- xii. Cost estimating during Phases of Design
- xiii. Cost Control Methods
- xiv. Assist in Development of Schedules
- xv. Monitor Regulatory Approvals
- xvi. Recommend possible Cost Savings
- xvii. Advertise Project for Subcontractor Bids
- xviii. Procure Competitive Bids
- xix. Develop and Submit a Schedule of Values Project
- xx. Comply with audits of the Cost of the Work
- xxi. Construct Project

List of General Conditions. Refer to Section 0 for the list of General Conditions. The Contractor shall be compensated for Project General Conditions as a set percentage of the Actual Cost of Work as defined.

Insurance Requirements: Refer to Exhibit A for insurance requirements

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### RFQ ADVERTISEMENT, AVAILABILITY, AND DELIVERY

Proposal/Contract Documents, and Addenda are available for download from Monday, October 17<sup>th</sup>, 2022

Responses are due in two parts; Part 1: Qualifications statement and required forms. Part 2: Proposal. Responses are due for shortlisted respondents only as described in RFQ section 0 PROBABLE SCHEDULE OF EVENTS.

The Owner is using electronic bid submissions for this project in lieu of in-person/mailed submissions. Bidders must ensure that all required content for each Part of the submission is fully uploaded to the Bid/Plan Room (Proposal forms, PDF format files). While a complete, comprehensive, all-inclusive single file is preferred, Bidders will be allowed to pre-load completed portions of their proposal into the Bids/Plan Room, save and return later to submit the proposal form to eliminate issues with last-minute file uploads. The system shall not allow for any late bids or proposals after the closing date and time. The School will not be responsible for any delay of delivery or submission, including delays related to system programs, servers, or acts of nature. Bids or proposals sent in response to all formal solicitations shall be electronically sealed in an electronic lockbox and not accessible to any internal and external user other than the vendor initiating the bid or proposal

Proposal/Contract Documents, including Drawings, Technical Specifications, and Addenda are available for download from:

xxii. Newforma link will be included in the proponent's invitation.

Electronic bid submissions will be made at the following location:

xxiii. Newforma

Questions concerning this RFQ shall be directed to the Owner's Representative, in writing, to the email address below. Verbal questions and explanations are not permitted other than as described by this section, if any. All questions are due as described in RFQ section 0 PROBABLE SCHEDULE OF EVENTS. Answers to questions will be issued in an Addendum for the Project and will be posted on the electronic bid portal as described in RFQ section 0 PROBABLE SCHEDULE OF EVENTS.

Questions concerning the RFQ  
Owner's Representative Contact Person is:

Name, Owner's Representative  
Christopher Bent Sr. Project Manager, Ziegler Cooper Architects  
FOR: Amigos Por Vida-Friends For Life Charter School  
5503 El Camino Del Rey St,  
Houston, TX 77081  
Email: cbent@zieglercooper.com

PROBABLE SCHEDULE OF EVENTS



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	Activity	Date	Time
1	Issue Design Build RFQ	Oct. 17 <sup>th</sup> 2022	
2	Site Visit & Pre-proposal Meeting	Oct. 26 <sup>th</sup> 2022	4:00 -5:00 PM
3	Final Date for Questions	Nov. 02 <sup>nd</sup> 2022	5:00 PM
4	*RFQ Submission Deadline	Nov. 07 <sup>th</sup> 2022	2:00 PM
5	Notification of Shortlisted Firms	Nov. 09 <sup>th</sup> 2022	
6	*Shortlisted Firms RFP Submissions	Dec. 06 <sup>th</sup> 2022	2:00 PM
7	APV Board Interview/Presentation	Dec. 13 <sup>th</sup> 2022	6:00 – 8:00 PM
8	Notice of Highest Ranked Respondent	Dec. 14 <sup>th</sup> 2022	
9	Complete Contract Negotiations	Jan. 03 <sup>rd</sup> 2022	
10	Design, Documentation & Permit Completion	Aug. 08 <sup>th</sup> 2023	
11	Construction Phase 1 Completion	March 2024	
12	Construction Phase 2 Completion	Dec. 2024	

- Note\*Sealed Statements of Qualifications. Qualifications received after the time and date set for the opening of qualifications will not be accepted and will be returned unopened. Ship or deliver one (1) printed and bound copy of statement of qualifications for delivery to Owner by 10:00 a.m. the following day.
  - Attn: Mr. Antonio Zambrano, Director of Finance & Operations, 5503 El Camino Del Rey St, Houston, TX 77081
- \*Dec. 06<sup>th</sup>, 2022 @ 2:00 p.m. - Sealed cost proposal due. Cost proposals received after the time and date set for the opening of proposals will not be accepted and will be returned unopened.
- Dec 14<sup>th</sup>, 2022, to Jan. 3<sup>rd</sup>, 2023–Superintendent or designee to enter into negotiations with the highest ranked Respondent.

## SUBMISSION FORMAT & CONTENT REQUIREMENTS

The contents of the respondent Qualifications must be complete in description, concise in volume, and austere in form.

One original of the Complete RFQ Submission are required.

Respondents may provide supplemental materials further describing their capabilities and experience.

Owner is a governmental body subject to the Texas Public Information Act. Statements of Qualifications submitted to Owner as a result of this procurement solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its statements of qualifications, or parts thereof, may be exempted from disclosure under Texas law, the Respondent must specify page-by-page and line-by-line the parts of the statement of qualifications which it believes are exempt. In addition, the Respondent must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Owner

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assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

- xxiv. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Respondent's information.
- xxv. Any respondent wishing to maintain confidentiality of financial information must include a written request for same with the submission of the proposal.

## DEFINITIONS

**Respondent:** A team from the Design Build Contractor to join the Owner representatives and Project Manager to ensure optimal Cost Control, Scheduling, Phasing of Packages and Construction of facilities.

**Owner's Representative:** The entity contracted by the Owner to provide overall fiduciary responsibilities and direct oversight of the design build team to ensure performance of actions contributing to the success of the owner's objective.

**RFQ:** Request for Qualifications

**Owner:** Amigos Por Vida-Friends For Life Charter School

## TERM OF CONTRACT

A contract awarded in response to this RFQ will be for Contractor Services for an expansion of Owner's existing campus. The Owner has defined project completion dates for the anticipated work.

## SUBMISSION REQUIREMENTS

Letter of Interest

Executive Summary

- xxvi. Each respondent must include an executive summary briefly highlighting the respondent's qualifications and shall include how the respondent is most qualified to meet the evaluation criteria.

Submission Questionnaire

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be provided in a separate format, but the information requested below is to be provided in this format. Failure to

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provide clear, transparent, non-elusive answers will be deemed non-responsive and scored accordingly.

### xxvii. Firm Information

- i) Name of Firm
- j) Address of Principal Office
- k) Phone and Fax Number
- l) Primary Individual (Point of Contact) for this RFQ; name and email

### xxviii. Firm Organization

- m) Form of Business Organization (corporation, partnership, individual, joint venture, other?)
- n) How many years has your organization been in business in its current capacity?
- o) How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
- p) If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.
- q) If your organization is a partnership, answer the following: Date of organization, Type of partnership (if applicable), and Name(s) of general partner(s).
- r) If your organization is individually owned, answer the following: Date of organization, Name of owner.
- s) If the form of your organization is other than those listed above, describe it and name the principals.

### xxix. Experience

#### t) Construction value

- (1) What is the construction dollar value, year by year, of all work under contract in all locations by your company for the period of 2016-2021?
- (2) What is the construction dollar value, year by year, of all work under contract in Texas by your company for the period of 2016-2021?
- (3) What is the construction dollar value, year by year, of all work under contract in Harris County by your company for the period of 2016-2021?
- (4) What percentage of your company total construction dollar value, year by year, does all work under contract in Harris County by your company for the period of 2016-2021 represent?

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(5) What percentage of all work under contract in Harris County by your company for the period of 2016-2021 has been K-12 school construction?

(6) What is the full time equivalent (FTE) employee count in all Texas locations by your company for the period of 2016-2021?

(7) What is the largest single executed contract value, year by year, by your company for the period of 2016-2021?  
 What is the number of design-build projects completed year by year, by your company for the period of 2016-2021

Section	2016	2017	2018	2019	2020	2021
I.A.1.t)(1)						
I.A.1.t)(2)						
I.A.1.t)(3)						
I.A.1.t)(4)						
I.A.1.t)(5)						
I.A.1.t)(6)						
I.A.1.t)(7)						
0						

u) Completed Work (through substantial completion) within the last thirty-six months: List K-12 school projects constructed by your organization in Texas. The Respondent is obligated to provide accurate contact information for contacting the persons named below during a survey process that will be used during the evaluation scoring. An oversized (11x17) table format concisely depicting all projects is required. Respondents must use the Microsoft Excel file available with this RFQ. For each project, provide:

- (1) The Owner Entity
- (2) Name of the Project
- (3) State if the project was new construction, renovation, addition or combination
- (4) Type of construction contract (A101, A133, Owner Unique, etc.)
- (5) Nature of the project/function of the building (e.g. New High School with Career Tech programs, athletic complex and natatorium)

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- (6) Size (SF)
  - (7) Construction delivery method (Design-build, CMAR, CSP, Etc.)
  - (8) Original contract (or GMP) cost
  - (9) Final contract (or GMP) cost
  - (10) Number of Change Orders (if any), either cost or time, (not change proposals, contingency expenditures or similar) with brief 150-word explanation, if desired
  - (11) Bid date
  - (12) Contractual original completion date
  - (13) Actual completion date
  - (14) Number of claims filed by contractor with brief explanation
  - (15) Number of RFIs
  - (16) Name of major subcontractors
  - (17) Owner (Primary contact) contact information:
    - (a) Name,
    - (b) title,
    - (c) email address,
    - (d) phone number
  - (18) Architect contact information:
    - (a) Name,
    - (b) title,
    - (c) email address,
    - (d) phone number
- v) Current Work: List up to five (5) projects of similar size and scope currently under construction by your organization. The Respondent is obligated to provide accurate contact information for contacting the persons named below during a survey process that will be used during the evaluation scoring. An oversized (11x17) table format concisely depicting all projects is required. For each project, provide:
- (1) The Owner Entity
  - (2) Name of the Project
  - (3) State if the project is new construction, renovation, addition or combination
  - (4) Type of construction contract (A101, A133, Owner Unique, etc.)
  - (5) Nature of the project/function of the building (*e.g.* New High School with Career Tech programs, athletic complex and natatorium)
  - (6) Size (SF)
  - (7) Construction delivery method (Design-build, CMAR, CSP, Hard Bid, Etc.)

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- (8) Original contract (or GMP) cost
- (9) Number of Change Orders (if any) through current period, either cost or time, (not change proposals, contingency expenditures or similar) with brief 150-word explanation, if desired
- (10) Bid date
- (11) Contractual completion date
- (12) Number of claims filed by contractor with brief explanation
- (13) Number of RFIs (To date)
- (14) Name of major subcontractors
- (15) Owner (Primary contact) contact information:

- (a) Name,
- (b) title,
- (c) email address,
- (d) phone number

- (16) Architect contact information:

- (a) Name,
- (b) title,
- (c) email address,
- (d) phone number

- w) Contracting and Subcontracting:

(1) List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces?

(2) List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

xxx. Claims, Suits and Failure to Perform: (If the answer to any of the questions below is yes, please provide details). Note: Do not fail to respond to this question or furnish vague responses. Point totals available under this category of evaluation will be affected if you choose not to fully respond.

x) Has your organization ever failed to complete any work awarded?

y) Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers?

z) Has your organization filed or been involved in any lawsuits or requested arbitration with regard to construction contracts within the last sixty months?

aa) Within the last sixty months, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

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- xxxi. Safety
- bb) State the Experience Modification Factor for each of the past 5-years
- cc) List any safety awards your company has received within the past 5-years.

### Personnel

- xxxii. Provide an organizational chart outlining all companies and planned personnel that will be assigned to the project and their responsibilities.
- xxxiii. Provide a firm overview for A/E consultants
- xxxiv. Given the scope and schedule of the project, identify the personnel proposed, specifically the Architect (and key staff), Construction Project Manager, Job Superintendent or Superintendent(s), and Field Operations personnel proposed to work on the project. Prior to contracting, the Owner may interview the Architect, Project Manager/Job Superintendent that will be assigned to the project. Please reference these personnel to projects listed in items I.A.1.u) and I.A.1.v) where possible.
- dd) Provide a resume and references for each individual stating
  - (1) Proposed role on this project
  - (2) Description of responsibilities for this proposed role (what will this person do?)
  - (3) Relevant past project experience list with role that makes this individual the best choice for this project (Client, cost, seasonal construction schedule, repairs, renovations, new construction, HVAC, etc.)
  - (4) General background information; education, years of experience, registrations, affiliations,
  - (5) Years of service with your company
  - (6) Prior two (2) employers and years of service with each
  - (7) Last three (3) completed or ongoing project assignments
  - (8) Contact information (Name, title, email address, phone number) for Owner's representative or Architect that could address questions regarding this individual for the last three (3) completed or ongoing projects

### Additional Information

- xxxv. Letters of Recommendation: Furnish five (5) letters of recommendation from past or current K-12 Texas school customers of the respondent, preferably from those projects listed in section I.A.1.u)and I.A.1.v).

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### Optional Information

- xxxvi. Furnish any additional content not requested by other sections of this RFQ that demonstrates the qualifications of your company

### Financial Information

- xxxvii. Attach an audited financial statement, including your organization's latest balance sheet and income statement showing the following items:

- ee) Current assets (*e.g.*, cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
- ff) Non-current assets (*e.g.*, net fixed assets, other assets).
- gg) Current liabilities (*e.g.*, accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
- hh) Non-current liabilities (*e.g.*, notes payable).
- ii) Capital accounts and retained earnings (*e.g.*, capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
- jj) Name and address of firm preparing attached financial statement and date thereof.
- kk) Is the attached financial statement for the identical organization named under item xxxvii above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (*e.g.*, parent subsidiary).
- ll) Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- mm) Provide name, address and phone number of your financial institution.

### xxxviii. Bonding

- nn) Surety: Name of bonding company, name and address of agent. If a GMP has not been determined at the time the contract is awarded, the Construction Manager shall deliver bonds within ten days after execution of the contract with penal sums equal to the project budget unless the Construction Manager furnishes a bid bond or other financial security acceptable to Owner to ensure that the Construction Manager will furnish the required performance and payment bonds when a GMP is set.

Respondents must provide, with their statements, a letter of statement from a bonding company that the general contractor is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation.



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- oo) The successful contractor is required to execute a payment bond satisfying the requirements of Subchapter I, Chapter 53, Texas Property Code, including:
1. be in a penal sum at least equal to the total of the original contract amount;
  2. be in favor of Owner;
  3. have the written approval of Owner endorsed on it;
  4. be executed by:
    - (A) the original contractor as principal; and
    - (B) a corporate surety authorized and admitted to do business in Texas and licensed by Texas to execute bonds as surety, subject to Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code);
  5. be conditioned on prompt payment for all labor, subcontracts, materials, specially fabricated materials, and normal and usual extras not exceeding 15 percent of the contract price; and
  6. clearly and prominently display on the bond or on an attachment to the bond:
    - (A) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
    - (B) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. See Tex. Prop. Code § 53.202.

Recording Requirement. The successful contractor is required to file the bond and the contract between the contractor and School with the Harris County Clerk. A memorandum of the contract or a copy of the contract may be substituted for the original. Tex. Prop. Code § 53.203(a). The plans, specifications, and general conditions of the contract are not required to be filed. Tex. Prop. Code § 53.203(b).

- pp) Performance Bond. The successful contractor is required to execute a performance bond satisfying the requirements of Chapter 2253, Texas Government Code. The performance bond is solely for the protection of Owner.
1. be in the amount of the contract;
  2. be conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents;
  3. be executed by a corporate surety in accordance with Texas Insurance Code 7.19-1;
  4. be payable to and its form be approved by Owner;
  5. clearly and prominently display on the bond or on an attachment to the bond:

## **Submit with Part 1**

- (A) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- (B) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

## **AMENDMENTS TO THE RFQ**

Changes, amendments, or written responses to questions received regarding this RFQ will be posted on the bidding portal. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFQ, and changes to the RFQ – if any – shall be made in writing only.

## **RESTRICTIONS ON COMMUNICATION**

The Respondent's, or any agent or representative of Respondent shall not undertake any activities or actions to promote or advertise their qualifications or submission to any member of the Owner's Board of Trustees, the Owner's Administration or their respective staff persons, except as specifically requested in writing by to the named point of contact in section 0 at any time between the date of release of the RFQ and the date of award of a contract by the Owner's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or submission submitted by Respondents. Violation of this provision by Respondent or his/her/its agent may lead to disqualification of his submission from consideration.

The Owner reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by Owner.

## **EVALUATION**

The Owner will conduct a comprehensive evaluation of all submissions received in response to this RFQ. The Owner may appoint a selection committee to perform the evaluation.

Each submission will be analyzed to determine overall responsiveness, qualifications under the RFQ and Respondent's proposal. Respondents will be scored based upon these criteria listed in this RFQ. The Owner may request additional information from Respondent's at any time prior to final approval of a selected Respondent.

## Submit with Part 1

The Owner reserves the right to conduct all research it deems necessary as part of its evaluation of Respondent's including their previous clients.

The Owner will utilize the following criteria in the evaluation of responses:

<b>Step One</b>			
<b>Points Value</b>	<b>Category</b>	<b>Evaluation Method</b>	<b>Reference Section</b>
20	General Information	Respondent demonstrates clear organization of the company, stability in operations and clear roles and responsibilities for self-performance and subcontracting. Respondent demonstrates consistent year by year contracted values and with contracted values derived from local market. Respondent demonstrates consistent year by year balance of work on hand to staff size.	0, xxviii, xxix, 0
50	Project Experience	Respondent demonstrates relevant past and ongoing experience with projects of similar scope and complexity, special examples of creative construction solutions that show added value and a clear record of safely performing projects. Respondent shows history of Design-Build performance. Respondent demonstrates low experiences with claims, suits or failure to perform. Respondent demonstrates positive past experiences through reference checks and letters of recommendation and/or positive past experiences with Owner.	I.A.1.u), I.A.1.v), xxx, xxxi, xxxv
30	Project management	Respondent demonstrates a thorough understanding of the needs that require fulfillment to complete a Capital program like the Owner's and thereby demonstrates the range of services available to meet a variety of needs, providing a clear org chart, line of command and qualified personnel to perform the work. Respondent demonstrates a history of providing cost-effective projects by illustrating cost savings, additional value and proactive cost leadership throughout all phases of the Design-build delivery method. Respondent demonstrates a thorough understanding of dispute resolution methods and claims management. Respondent demonstrates a history of working in partnership with the overall team as demonstrated by low change order costs, low claims history and minimal RFI.	I.A.1.u)(14), I.A.1.u)(15), I.A.1.v), xxx, 0
<b>Respondents that are deemed highly qualified will be asked to participate in Step Two. Totals from Step One will carry over to Step Two.</b>			

## Submit with Part 1

Step Two			
100	Costing Methodology	Respondent will receive an assigned share of the total available points in this category according to banded point categories shown in the "Table of Awarded Points". A formula will be used as follows to determine the award band for your proposal based on the average of your range of costs for general conditions above the average of the low range of costs for general conditions: Percentage Above Low $\text{Proposal} = \left( \frac{\text{Your average base price proposal range} - \text{minimum average of all base price proposal ranges}}{\text{minimum average base price proposals range}} \right)$ The result of the formula will be used to proportion the points awarded based on the "Table of Awarded Points"	None

Table of Awarded Points

Percentage Above Low	Percentage of Available Points Allocated
0% to 0.0125%	100.00%
0.0126% to 0.25%	99.50%
0.26% to 0.51%	98.50%
0.52% to 0.77%	97.50%
0.78% to 1.03%	96.50%
1.04% to 1.29%	95.50%
1.3% to 1.55%	94.00%
1.56% to 1.81%	92.50%
1.82% to 2.07%	91.00%
2.08% to 2.33%	89.50%
2.34% to 2.59%	88.00%
2.6% to 2.85%	86.25%
2.86% to 3.11%	84.50%
3.12% to 3.37%	82.75%
3.38% to 3.63%	81.00%
3.64% to 3.89%	79.25%
3.9% to 4.15%	77.50%
4.16% to 4.41%	75.50%
4.42% to 4.67%	73.50%
4.68% to 4.93%	71.50%
4.94% to 5.19%	69.50%
5.2% to 5.45%	67.50%
5.46% to 5.71%	65.50%
5.72% to 5.97%	63.25%
5.98% to 6.23%	61.00%
6.24% to 6.49%	58.75%
6.5% to 6.75%	56.50%
6.76% to 7.01%	54.25%
7.02% to 7.27%	52.00%
7.28% to 7.53%	49.50%
7.54% to 7.79%	47.00%
7.8% to 8.05%	44.50%

## Submit with Part 1

8.06% to 8.31%	42.00%
8.32% to 8.57%	39.50%
8.58% to 8.83%	37.00%
8.84% to 9.09%	34.50%
9.1% to 9.35%	32.00%
9.36% to 9.61%	29.25%
9.62% to 9.87%	26.50%
9.88% to 10.13%	23.75%
10.14% to 10.24%	21.00%
10.25% to 11%	18.25%
11.01% to 12%	15.50%
12.01% to 13%	12.75%
13.01% to 14%	9.75%
15.01% to 17%	6.75%
17.01% to 19%	3.75%

### AWARD OF CONTRACT AND RESRVATION OF RIGHTS

The Form of Contract will be the American Institute of Architects A141-2014, A141 Exhibit A -2014, A141 Exhibit B-2014, & A141 Exhibit C-2014 will be the standard form of agreement used between the Owner and the Design-Builder (see attached).Such documents will be provided to Step Two Finalists by Addendum. Respondents should identify in their proposals any exceptions taken or additions/modifications requested that are considered by the Contractor to be mandatory as conditions of their proposals. Objections to the contract type or format not included within the submitted proposal will not be considered.

The Contract, if awarded, will be awarded to the Respondent whose Submission is deemed most advantageous to the Owner, upon approval of the Owner's Board of Trustees.

The Owner may accept any Submission in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of the Owner; however, final selection of a Respondent is subject to approval by the Owner's Board of Trustees.

The Owner reserves the right to accept one or more Submissions or reject any or all Submissions received in response to this RFQ, and to waive informalities and irregularities in the Submissions received. The Owner also reserves the right to terminate this RFQ, and reissue a subsequent Solicitation, and/or remedy technical errors in the RFQ Process.

This RFQ does not commit the Owner to enter into a Contract, award any services related to this RFQ, nor does it obligate the Owner to pay any costs incurred in preparation for submitting of the Submission for this RFQ, or in anticipation of a Contract.

**Access and Audit Rights:** The Owner, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the respondent's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The respondent shall preserve all such records for a period of ten (10) years, or for such longer period as may be required by law, after final

## **Submit with Part 1**

payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector general of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

Criminal Background Checks: Respondent agrees to provide assurance that all employees and subcontractors of the Respondent who have contact with students have passed a criminal history background check current within the last year.

### **PROPOSAL MODIFICATIONS AND WITHDRAWAL PRIOR TO PROPOSAL OPENING**

A Respondent may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Owner's Board of Trustees consideration of same.

Likewise, any Respondent may modify a proposal by submitting a supplemental proposal in person prior to the scheduled closing time for receipt of proposals. Such supplemental proposal should mention only additions or subtractions to the original proposal so as to not reveal the final prices or terms to the Owner until the sealed proposal is open.

The Respondent or his duly authorized representative may withdraw a proposal by request, provided such request is received by Owner at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. The Proposal Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a proposal does not prejudice the right of the Respondent to file a new proposal at the time and place stated.

## Submit with Part 1

### EXHIBIT A - FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school Owner must give advance notice to the Owner if the person or an 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 Owner may terminate a contract with a person or business entity if the Owner 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 Owner 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 company 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.

Vendor's Name\_\_\_\_\_

Authorized Company Official's Name (Printed)\_\_\_\_\_

- My company is a publicly held corporation; therefore, this reporting requirement is not applicable: Signature of Company Official

\_\_\_\_\_

## Submit with Part 1

- b. My company is not owned nor operated by anyone who has been convicted of a felony.  
Signature of Company Official

\_\_\_\_\_

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

Name of Felon(s)\_\_\_\_\_

Details of Conviction(s)\_\_\_\_\_

Signature of Company Official\_\_\_\_\_



## Submit with Part 1

### EXHIBIT B - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this submission in collusion with any other Respondent, and that the contents of this submission as to prices, terms or conditions of said submission 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 submission.

Vendor: \_\_\_\_\_

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

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

Respondent (Signature): \_\_\_\_\_

Respondent (Print Name): \_\_\_\_\_

Position with Company: \_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Authorizing Submission: \_\_\_\_\_

Company Official (Print Name): \_\_\_\_\_

Official Position: \_\_\_\_\_

## **Submit with Part 1**

### **EXHIBIT C – PROOF OF INSURABILITY**

Furnish proof of insurability from your insurance provider meeting the requirements set forth in the Contract, attached to this RFQ. This can be in the form of a letter or other sample certificates attesting to the ability to comply with the insurance requirements.

## **Submit with Part 1**

### **EXHIBIT D – PROOF OF BONDING CAPACITY**

Furnish proof of bonding capacity from your bonding agent stating the bonding limits, current obligations and free bonding capacity meeting the requirements set forth in the Contract Documents, attached to this RFQ. This can be in the form of a letter.

**Submit with Part 1**

**EXHIBIT E - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE**

Circle below to indicate the business structure of Respondent

Individual/Sole Proprietorship

Partnership or Joint Venture

Corporation

Other Entity (State Type)

The undersigned certifies that (s) he is \_\_\_\_\_(title) of the Respondent entity named below; that (s)he is authorized to sign this Submission Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Submission as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity, if any, is:

11-digit Comptroller's Taxpayer Number Employer Identification Number: \_\_\_\_\_

Respondent Organization Name\_\_\_\_\_

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

## Submit with Part 1

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

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

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

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Proposal on which our Submission is submitted with full knowledge of the requirements and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Proposal.

By signing and executing this submission, I further certify on behalf of my organization and represent to the Owner that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this submission; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipients decision, opinion, recommendation, vote or other exercise of discretion concerning this submission; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Owner concerning this submission on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this submission; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Owner in return for the person having exercised the persons official discretion, power or duty with respect to this submission; the Respondent certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other things of value to any officer, trustee, agent or employee of the Owner in connection with information regarding this submission, the submission of this submission, the award of this submission or the performance, delivery or sale pursuant to this submission.

## Submit with Part 1

### EXHIBIT F - DEVIATION AND EXCEPTIONS FORM

All respondents are expected to fully comply with all Terms and Conditions of this RFQ, including all dates noted, the AIA A141-2014 Standard Form of Agreement and the AIA A141 Exhibit A -2014, A141 Exhibit B-2014, & A141 Exhibit C-2014 will be used between the Owner and the Design-Builder. Any proposed deviations or exceptions to the Terms and Conditions of this RFQ MUST be noted on this sheet. In the absence of any entry on this Deviation Form, the respondent assures the Owner of their full compliance with the Terms and Conditions of this RFQ.

Note that this deviation and exceptions form is NOT intended to note any deviations from the Construction Documents or Specifications and other information contained within the Project Manual. Any questions regarding those must be submitted in writing, per the terms of this RFQ, and will be addressed accordingly in an Addenda.

The Owner will, at its sole discretion, determine whether the deviations listed below are acceptable. Furnish a description of the requested deviation, noting the impact that the proposed deviation will have on the cost and time of the project, if any, if accepted by the Owner. THIS DEVIATION FORM MUST BE SIGNED BY EACH RESPONDENT WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS PROPOSAL. THE PROPOSAL FURNISHED SHALL NOT BE QUALIFIED OR CONDITIONED IN ANY WAY ON ACCEPTANCE OF THE DEVIATIONS AND EXCEPTIONS LISTED BELOW.

DEVIATION: (+-)	Cost (+-)	Time
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Respondent Organization Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

# Submit with Part 1

## EXHIBIT G – CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Owner to determine the residency of its bidders. In part, this law reads 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 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 bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) 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; or

(2) 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 a majority of the manufacturing relating to the contract will be performed.”

I certify that \_\_\_\_\_

(Name of Company Bidding) is, under Section: 2252.001 (3) and (4),

\_\_\_\_\_ 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 \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

# Submit with Part 1

## EXHIBIT H - VENDOR STATEMENT OF DEBARMENT/SUSPENSION

I have read the conditions and specifications provided in the Request for Proposal document attached. I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school Owners in the State of Texas or from receiving a federally funded contract under the Federal OMB, A-102, common rules. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency from which this transaction originated.

Name of Company/Firm: \_\_\_\_\_

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

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

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

Prepare By: \_\_\_\_\_

Company Official's Name: \_\_\_\_\_

Printed

Company Official's Authorized Signature: \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER DATE \_\_\_\_\_

**PLEASE RETURN COMPLETED&SIGNED FORMWITH YOUR STATEMENT**



**Submit with Part 1**

**EXHIBIT I – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

Complete and submit Internal Revenue Service for “W-9”

## Submit with Part 1

### AMIGOS POR VIDA-FRIENDS FOR LIFE CHARTER SCHOOL

#### EXHIBIT J - CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Amigos Por Vida-Friends For Life Charter School is required to comply with HB 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 applies to a contract of Amigos Por Vida-Friends For Life Charter School that (1) requires an action or vote by the Amigos Por Vida-Friends For Life Charter School Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov't Code Chapter 305. If applicable, the business entity must submit a Disclosure of Interested Parties (Form 1295) to Amigos Por Vida-Friends For Life Charter School at the time business entity submits the signed contract. The Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
  - a) who has a controlling interest in a business entity with whom Amigos Por Vida-Friends For Life Charter School 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. TEX. GOV'T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
  - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a) receives compensation from the business entity for the person's participation;
  - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” vendors must:

## Submit with Part 1

- (1) complete 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- **All vendors must complete Form 1295, even if no interested parties exist**
  - In Section 2, insert “Amigos Por Vida-Friends For Life Charter School”
  - In Section 3, insert the Amigos Por Vida-Friends For Life Charter School RFP # for this proposal
- (2) print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity sign the form**
- (4) submit** the completed Form 1295 by **attaching the form to your proposal.**

Amigos Por Vida-Friends For Life Charter School 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 30<sup>th</sup> day after receipt. After Amigos Por Vida-Friends For Life Charter School acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from Amigos Por Vida-Friends For Life Charter School.

**Submit with Part 1**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
2 Name of governmental entity or state agency that is a party to the contract for <span style="color: red;">Amigos Por Vida-Friends For Life Charter School</span>			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, to be provided under the contract. <span style="color: red;">RFQ No. &lt;insert RFQ No. here&gt;</span>			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
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 _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

## Submit with Part 1

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### EXHIBIT K - CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

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Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

\_\_\_\_\_ Initials of Authorized Representative of Vendor, if applicable

## Submit with Part 1

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### EXHIBIT L - CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

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If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87<sup>th</sup> session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* TEX. GOV'T CODE § 809.001(1).

\_\_\_\_\_ Initials of Authorized Representative of Vendor, if applicable

## Submit with Part 1

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### EXHIBIT M - CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

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If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) Amigos Por Vida-Friends For Life Charter School has determined that Vendor is not a sole-source provider or Amigos Por Vida-Friends For Life Charter School has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87<sup>th</sup> session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* TEX. GOV'T CODE § 2274.001(3) of SB 19.

\_\_\_\_\_ Initials of Authorized Representative of Vendor, if applicable

## Submit with Part 1

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### EXHIBIT N - CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

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Amigos Por Vida-Friends For Life Charter School is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by Amigos Por Vida-Friends For Life Charter School for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” See TEX. GOV’T CODE § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

\_\_\_\_\_ Initials of Authorized Representative of Vendor, if applicable



**Submit with Part 1**

## Submit with Part 2

### EXHIBIT 0 –PROPOSAL FORM

#### **SUBMIT THIS FORM ONLY IF NOTIFIED BY THE OWNER THAT YOUR FIRM HAS BEEN SHORTLISTED**

Having examined the Request for Proposal prepared by the School, the undersigned agrees to the following:

1. To hold the proposal open for acceptance by the Owner for 45 days.
2. To hold alternate proposals open for acceptance by the Owner for 90days
3. To execute Contract Documents within ten (10) days after the prescribed forms are presented for signature and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract.
4. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
5. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
6. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
7. The undersigned has reviewed the Contract and exhibits as modified by Owner and agrees to execute a final version of these contracts in accordance with the attached terms, subject to final approval by Owner.
8. By providing a response, each Respondent agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with: the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
9. The cost of developing a response is the sole responsibility of the Respondent. The Owner will not provide reimbursement of such cost, and will not be liable for any preparation cost for any reason whatsoever.
10. Respondent has visited the site of the proposed work and fully acquaint themselves with the existing conditions there and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with the Design Criteria Package, the requested spaces, standards for construction, contract forms, schedule requirements, and other information known at the time of this RFQ. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.
11. The contractor has assessed the risk of the project and has included mitigation measures in the scope of work and pricing assumptions to address the assessed risk, while fully meeting the Owner's project requirements.
12. The unit price, if requested, for each of the several items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price proposal represents the total proposal. Any proposal not

## Submit with Part 2

conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

13. Respondent has evaluated the Design Criteria Package, Design Standards, and other contract documents included with this RFQ and attests that the Owner's budget for the Cost of the Work is adequate to complete the Project.

### PROPOSAL

1. **Contract Time:** The undersigned agrees that, if the proposal is accepted, the Date of Commencement shall be Jan. 3<sup>rd</sup>, 2023 which will be established in a "Notice to Proceed" from the Owner and to obtain Substantial Completion of all work not later than Dec. 02<sup>nd</sup> 2024(Phases 1a & 1b), subject to extensions of time as described in the Contract Documents.

2. **Addenda:** The undersigned acknowledges receipt of:

Addenda 1 .....dated ..... --/--/----

Addenda 2 .....dated ..... --/--/----

Addenda 3 .....dated ..... --/--/----

Addenda 4 .....dated ..... --/--/----

3. **Costing Methodology:** For all General Conditions, list your range of cost for general conditions as a percentage of Cost of the Work.

\_\_\_\_\_ % to \_\_\_\_\_ %  
(Percent) (Percent)

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

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

City ST Zip

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

State whether firm is a:  Corporation  Partnership  Individual

**Submit with Part 2**

**EXHIBIT P – BID BOND**

Furnish bid bond as set forth in the Contract Documents.

**Not Required to Submit**

**EXHIBIT Q - AIA DOCUMENT A141-2014 (SAMPLE INCLUDED)**

**Not Required to Submit**

**EXHIBIT R - AIA DOCUMENT A 141 EXHIBIT A -2014, A141 EXHIBIT  
B-2014, & A141 EXHIBIT C-2014 (SAMPLE INCLUDED)**

**Not Required to Submit**

**EXHIBIT S - PREVAILING WAGE RATES (SAMPLE INCLUDED)**

## Not Required to Submit

### EXHIBIT T - GENERAL CONDITIONS

The following list includes items that the Contractor shall be compensated as Project General Conditions as a set percentage of the Actual Cost of Work as defined. The General Conditions are the only place this work shall be billed. The following list of General Conditions does not supersede requirements of AIA A201-2017, as modified by the Owner for the Project.

1. Contractor Personnel as proposed for the Project, to the extent time is directly attributable to the furtherance of the Work. Positions may include:
  - a. Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work
  - b. Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work
  - c. Senior Project Manager/Project Executive
  - d. Project Manager including vehicle and/or allowance/mileage
  - e. General Superintendent
  - f. Superintendent including vehicle and/or allowance/mileage
  - g. Assistant Superintendent
  - h. Project/Cost Engineer
  - i. Project Expediter / Asst. Project Manager
  - j. Field Office Personnel
  - k. Office/Technology Engineer
  - l. Quality Control Manager
  - m. Safety Coordinator
  - n. Building Information Modeling staff
  
2. Temporary Services and Support:
  - a. Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work
  - b. Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools
  - c. Temporary Utilities for CM's Trailer
  - d. All utilities required through Substantial Completion
  - e. Construction entrance(s)
  - f. Telephone, Fax, Computer, Copier Costs (monthly rental costs)
  - g. Internet service
  - h. Temporary Plumbing
  - i. Subsistence/Per Diem
  - j. Dumpsters
  - k. Job Signage/Advertising
  - l. Fire Protection/Fire Extinguishers



## Not Required to Submit

- m.* Temporary Weather Protection
- n.* Barricades, fall protection
- o.* Building and Site dewatering
- p.* Job Safety Training
- q.* Traffic control rental and barricades rental
- r.* Traffic Direction (Police Oversight)
- s.* Temporary chemical toilets
- t.* Temporary utilities for construction
  
- u.* Field Offices and Construction Supplies:
  - i.* Drinking water, ice cups
  - ii.* Delivery Service / Postage
  - iii.* Mobilization and Demobilization of Field Office
  - iv.* Monthly office furnishings and equipment
  - v.* Computers and software
  - vi.* Monthly Office rental costs
  - vii.* Project Office cleaning costs
  - viii.* Stationary and Supplies
  - ix.* Costs of document reproductions and delivery charges
- v.* Storage
- w.* Progress Photography (Photos/Video)
- x.* Project Shop Drawings
- y.* Small Tools
- z.* Cell phones
- aa.* Vehicles and mileage
- bb.* CPM Schedule
- cc.* Project management software
- dd.* Project documentation and document reproductions
- ee.* Field Communications System / Radios
- ff.* Field Engineering Equipment and supplies
- gg.* Generators - portable
- hh.* Temporary Heating - portable
- ii.* Project As-Builts / Record Drawings
- jj.* First Aid Supplies
- kk.* Safety Equipment
- ll.* Security System
- mm.* Badging / Identification
- nn.* Criminal background checks

### 3. Construction:

- a.* Mobilization / Demobilization
- b.* Transportation
- c.* Field Engineering / Layout
- d.* General Purpose Labor / Labor Burden
- e.* All-weather construction mats
- f.* Construction site cleaning and trash haul-off
- g.* Clean Streets
- h.* Equipment Rental, Maintenance & Insurance

## Not Required to Submit

- i.* Fuel, Oil & Grease for Construction Equipment
  - j.* Final Cleaning of Project
4. Fee for profit