



REQUEST FOR QUALIFICATIONS

FOR CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES TWO-STEP PROCESS

YES Prep Public Schools is seeking to construct two Pre-K through 5th grade campuses: one at our current Southeast campus and one at our North Central campus. Each of these campuses will consist of one building with approximately 71,000 square feet. The total construction budget, excluding land, but including site development and professional services, is approximately \$10.0 million for Southeast and \$10.6 million for North Central.

Issued: March 27, 2019

INTRODUCTION

YES Prep Public Schools (“YES Prep”, “YES,” or “Owner”) is seeking a qualified firm to provide Construction Manager At-Risk (“CMAR”) Services in connection with the construction of the YES Prep Southeast Elementary Campus and YES Prep North Central Elementary Campus (“Projects”).

REQUIREMENTS OF THE CMAR

Owner is interested in entering into a contract with a qualified firm to perform Construction Management At-Risk (CMAR) Services. Owner is seeking preconstruction and construction services of a qualified CMAR to be responsible for the successful, timely, and economical completion of the Projects. Owner is seeking a CMAR firm with extensive charter school experience. Element Architects of Houston, Texas, has been selected as the Architect for the Projects.

The firm serving as CMAR will be required to work collaboratively with the Owner and A/E design team(s) to carefully coordinate the design development, documentation, and construction in accordance with approved guaranteed maximum price (GMP) project budget of \$10MM for YES Prep Southeast Elementary and a GMP project budget of \$10.6MM for YES Prep North Central Elementary. Expected deliverables of the CMAR firm include but are not limited to: Program Verification/Constructability Reviews, Value Engineering throughout Preconstruction Phase, Concept Budget, DD Estimate, 50% Construction Documents Estimate, in addition to Phasing Plans, Project Schedules, and GMP buy-out.

In addition to the above, all firms must meet the following requirements:

- Requirements set herein for this request for proposal;
- The CMAR must have experience in providing services for K-12 charter school programs;
- The CMAR firm must possess professional service registrations and construction licenses in accordance with applicable statutes, regulations and rules;
- The CMAR must be able to demonstrate financial strength appropriate to the scale of these projects to be managed; and
- RFP responses must be submitted to the Owner on or before the time and date and at the place indicated in the RFP. Submissions in excess of 30 pages will be disqualified.

See below date provided for tentative presentations. Owner reserves the right to terminate the selection process at any time.

ANTICIPATED SEQUENCE OF EVENTS FOR SELECTION OF CMAR

(subject to modification by YES Prep)

First Advertisement/RFQ Release:	3/27/2019
Second Advertisement:	4/4/2019
Receive Step One Statements of Qualifications:	Due no later than 2:00 pm on 4/10/2019
Read Aloud the Names of Offerors:	2:15 pm on 4/10/2019, at 5515 S Loop E, Suite B
Select/Notify Short List:	4/15/2019
Interview Firms on Short List:	4/22/2019
Receive Step Two Sealed Proposals from Finalists:	Due no later than 2:00 pm, on 4/22/2019
Read Aloud Fees and Prices:	2:15 pm on 4/22/2019, at 5515 S Loop E, Suite B
Selection of Construction Manager-at-Risk:	4/30/2019 (estimated)

Three (3) copies of offeror's statement of qualifications (Step One) and sealed proposal (Step Two) should be addressed as follows and received by the submission deadlines at:

YES Prep Public Schools
5515 South Loop East, Suite B
Houston, TX 77033

For Step One, questions must be submitted electronically by 4/2/2019 to: keith.weaver@yesprep.org and alicia.lombrana@yesprep.org

For Step Two, questions must be submitted electronically by 4/17/2019 to: keith.weaver@yesprep.org and alicia.lombrana@yesprep.org

Any response to questions, interpretations, corrections, and/or changes to the procurement will be in the form of an addendum. All addenda shall be posted where the original procurement documents were placed, including on YES Prep's website: www.yesprep.org/notices. Receipt of any addenda issued by YES Prep shall be acknowledged by the proposer with the proposal submission.

Statements of qualifications and sealed proposals must be submitted with sufficient time to be received and time-stamped at the above location on or before the published deadline dates and times.

Statements received after the published deadline time and date cannot be considered and will be returned unopened. Electronic, telephone, telegram and facsimile statements of qualifications/sealed proposals will not be accepted.

DESCRIPTION OF PROJECT AND ESTIMATED BUDGET

YES Prep (“Owner”) is seeking Statements of Qualifications and Sealed Proposals for the following Project: construct two new elementary school projects, known as YES Prep Southeast Elementary, located at 353 Crenshaw Rd and YES Prep North Central Elementary, located at 13703 Aldine-Westfield Rd. The projects consist of a new, multi-story prototype K-5 school on a new 15-acre site and 10-acre site. Each new elementary school will include 850 student stations and will be approximately 71,000 square feet. The architect, engineer, and CM at-Risk firm are to provide all professional services to deliver to the owner a safe, finished, and fully functioning K-5 school facility within the estimated budget and schedule. The estimated construction budget is \$10.6MM for North Central Elementary School and \$10MM for Southeast Elementary School, with a total budget of \$20.6 million. Owner intends to award both of these projects to a single CM at-Risk provider.

SELECTION PROCESS

The selection process for this project will be accomplished in a two-step process as provided in Texas Government Code Section 2269.253.

1. Step One

- Owner will receive, publicly open, and read aloud the names of the offerors submitting Statements of Qualifications in response to the RFQ. Offerors should include in their Statements of Qualifications all submissions required in Appendix A. The Sealed Proposal Form in Appendix B shall NOT be submitted in Step One.
- Owner will evaluate and rank each submission in relation to the weighted criteria set forth in this RFQ. Owner may, but is not obligated to, conduct interviews in Step One.
- Submissions will be evaluated and ranked by the evaluation committee. Up to five finalists will be selected to proceed to Step Two. Owner reserves the right to waive any informality and to reject or accept any or all Statements of Qualifications.

2. Step Two

- Finalists will be notified to submit the Sealed Proposal Form attached as Appendix B.
- Owner may, but is not obligated to, conduct interviews in Step Two.
- Step Two Proposals will be scored in accordance with the weighted selection criteria set forth in this RFQ. Final scores will comprise scores from both Step One and Step Two to determine the best value to Owner. Owner reserves the right to waive any informality and to reject or accept any or all Proposals.

CRITERIA FOR SELECTION

STEP ONE:

Owner will apply the criteria and weights listed below to determine the list of finalists to proceed to Step Two.

Past performance with YES (or similar entities), reputation, and references of the Offeror	20 pts
The competence, experience and demonstrated quality of the Offeror and its proposed personnel	20 pts
The Offeror’s Statement of Qualifications and proposed methodology meets the goals of the project, including schedule, budget and quality	20 pts
Safety record of the Offeror	10 pts

STEP TWO:

In Step Two, the following two additional criteria will be considered of the RFP finalists selected to be interviewed:

The purchase price of Offer's proposal, including fee and general conditions price	20 pts
The quality of the Offer's presentation	10 pts

In accordance with Section 2269.254, Owner shall select the offeror that submits the proposal that offers the best value for Owner based on the published selection criteria and on its ranking evaluation. Owner shall first attempt to negotiate a contract with the selected offeror.¹ If Owner is unable to negotiate a satisfactory contract with the selected offeror, Owner shall, formally and in writing, end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end. Not later than the seventh day after the date the contract is awarded, Owner shall make the rankings determined under Section 2269.253(g) public.

¹ Pursuant to Section 2269.053, the Owner Board of Directors may delegate its authority under Chapter 2269 regarding an action authorized or required by Chapter 2269 to a designated representative, committee, or other person. The Owner Board of Directors may delegate authority to review, evaluate, interview, rank, select, negotiate, and award a contract under this RFP to the CEO via possible action at its meeting on April 5, 2019. If the Board of Directors delegates this authority, Owner will notify the short list of respondents as soon as possible of such delegation.

OWNER RESERVATIONS

OWNER RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES OR TECHNICALITIES. THIS PROCUREMENT SOLICITATION DOES NOT OBLIGATE OWNER TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE OFFEROR IN THE PREPARATION AND SUBMITTAL OF A STATEMENT OF QUALIFICATIONS. OWNER, IN ITS OWN DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY OFFER AND/OR REJECT ANY AND ALL STATEMENTS OF QUALIFICATIONS/PROPOSALS WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS PROCUREMENT SOLICITATION. BY SUBMITTING A STATEMENT OF QUALIFICATIONS/PROPOSAL, OFFEROR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST OWNER AND ITS BOARD MEMBERS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY FIRM; (2) ANY REQUIREMENTS UNDER THE SOLICITATION OR RELATED DOCUMENTS; (3) THE SELECTION OR NON-SELECTION OF ANY FIRM, THE REJECTION OF ANY FIRM; AND/OR THE AWARD OF A CONTRACT, IF ANY.

Owner may request clarification from firms for the purpose of eliminating minor errors, and/or non-substantive irregularities. Clarification does not give a firm the opportunity to revise, change, or modify its statement of qualifications except to the extent of correction of the error. Owner reserves the right to require additional information from firms and to conduct necessary investigations to determine firm's competence and qualifications and/or the accuracy of information. Owner assumes no financial responsibility for any costs incurred by firms in developing and submitting a statement of qualifications or any amendments or addenda, participating in any negotiation sessions or discussions, or any other costs incurred by firms pursuant to this procurement solicitation.

REQUEST FOR QUALIFICATIONS QUESTIONNAIRE

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

1. Firm Information:

- 1.1. Name of firm
- 1.2. Address of principal office
- 1.3. Phone, Fax
- 1.4. Email Address
- 1.5. Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, Other)
- 1.6. Year founded
- 1.7. Primary individual to contact
- 1.8. Office phone of primary individual
- 1.9. Cell phone of primary individual

2. Organization:

- 2.1. How many years has your organization been in the business of construction in its current capacity?
- 2.2. How many years has your organization been in business under its present name?
- 2.3. Under what other or former names has your organization operated?
- 2.4. 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
 - Treasurer's name.
- 2.5. If your organization is a partnership, answer the following:
 - Date of organization
 - Type of partnership (if applicable)

- Names of General Partner(s).
 - 2.6. If your organization is individually owned, answer the following:
 - Date of organization
 - Name of owner.
 - 2.7. If the form of your organization is other than those listed above, describe it and name the principals.
- 3. Licensing:**
- 3.1. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registrations or license numbers, as applicable.
 - 3.2. List jurisdictions in which your organization's partnership or trade name is filed.
- 4. Experience:**
- 4.1. 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 or to bid all work to subcontractors?
 - 4.2. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
 - 4.3. Claims and suits. (If the answer to any of the questions below is yes, please attach details.)
 - Has your organization ever failed to complete any work awarded to it? Describe.
 - Are there any judgments, claims, arbitration or mediation proceedings or suits pending or outstanding against your organization or its officers? Please describe.
 - Has your organization filed any lawsuits or requested arbitration or mediation with regard to construction contracts within the last 5 years? Please describe related circumstances.
 - 4.4. Within the last five years, 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? (If the answer is yes, please attach details.)
- Current work:
- 4.5. List the major construction projects your organization has in progress, giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date.
 - 4.6. Detail up to ten (10) completed projects that highlight your firm's specific experience with the construction of K-12 schools, preferably charter schools, of similar scale, scope, and complexity completed in the State of Texas within the last five (5) years. constructed by your organization over the last 5 years. Include at least five (5) projects that were ground-up, new construction for charter school clients. For each project, provide:
 - Project name and location
 - Nature of the project (new construction, renovation, or addition)
 - Size (SF)
 - Construction Delivery Method
 - Location
 - Cost (original or GMP and final or GMP)
 - Completion date (contracted and actual)
 - Owner and architect
 - The manner in which your organization was selected (bid, RFP, or other method).
- 5. Financial Information:**
- 5.1. Attach a financial statement, preferably audited; include your organization's latest balance sheet and income statement showing the following items:
 - 5.2. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
 - 5.3. Non-current assets (e.g., net fixed assets, other assets.)
 - 5.4. Current liabilities (e.g., accounts payable, notes payable, (current), accrued expenses, provision for

- income taxes, advances, accrued salaries and accrued payroll taxes.)
- 5.5. Non-current liabilities (e.g. notes payable.)
 - 5.6. Capital accounts and equity positions (e.g., capital, capital stock, authorized and outstanding shares per value, earned surplus and retained earnings.)
 - 5.7. Name and address of firm preparing attached financial statement and date thereof.
 - 5.8. Is the attached financial statement for the identical organization names under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary.)
 - 5.9. Will the organization whose financial statement is attached act as guarantor of the contract for construction?
 - 5.10. Provide name, address, and phone number for bank reference.
 - 5.11. Within the past 7 years has your organization, any officer or principal of your organization, or any predecessor filed for bankruptcy? (if yes, please detail)
 - 5.12. 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.

- A. Payment Bond. 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 Owner with the county clerk of the county in which is located all or part of Owner's property on which the construction or repair is being performed or is to be performed. 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).

- B. Performance Bond. The successful contractor is required to execute a performance bond satisfying the requirements of Chapter 2253, Texas Government Code.
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:
 - (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

The performance bond is solely for the protection of Owner.

6. Experience as a Construction Manager-at-Risk:

- 6.1. Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects.
- 6.2. Describe your organization's methods for estimating costs, and for scheduling during the design/document phases. Which (one or more) of your projects listed above best exemplify these concepts and experience?
- 6.3. Describe your management philosophy for the Construction Manager-at-Risk construction delivery method.
- 6.4. Describe in graphic and written form, the proposed assignments and lines of authority and communication for each team member to be directly involved in the Project. Include resumes of key personnel who will work on this Project.
- 6.5. Identify and describe five (5) of the most recent projects that reflect your firm's past experience for providing Construction Manager-at-Risk services that are most related to Projects. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - Project name, location, contract delivery method and description;
 - Color images (photographic or machine reproduction);
 - Original budget;
 - Final construction cost;
 - Final project size in gross square feet;
 - Type of construction (new, renovation, or expansion); and
 - Provide a detailed list of all Preconstruction and Construction services you provided to the owner and the architect on this project.

7. Safety and Quality Control:

- 7.1. Describe your safety program and safety philosophy.
- 7.2. Provide information pertaining to your accident frequency rate and modifier for the last five years.
- 7.3. Describe your company's approach to quality control and how this is handled in the field. Provide records of successful performance on past charter school projects demonstrating ability to adhere to quality control standards.

8. Cost Information:

- 8.1. Savings:

- Using one or more projects described in 4.6, describe how your company delivered value to the owner.
- Describe your organization's concept for the disposition of savings realized during construction. Is the full amount or a percentage thereof returned to the owner?
- Furnish a list of the Top 20 items that your organization targets for value engineering opportunities.

8.2. Cost Estimate:

- Attach a sample conceptual cost estimate prepared during the design phase of a project, and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided.)

8.3. Contingencies:

- Respond to each of the following items by separate paragraph:

Pre-Construction Services

- Describe your organization's concept for cost contingencies during all design phases. What is the maximum amount of contingency your organization proposes for each phase?

Construction

- What is the maximum amount of construction contingency your organization proposes for this phase?
- How do you propose to document changes to your contingency during construction?
- How are buy-out funds documented during the construction phase?
- Should buy-out funds be allocated to the contractors, Owner or a general construction contingency fund to be used by both the contractor and the Owner?
- What is your organization's concept for the disposition of contingency funds after the completion of the project?

Cost Information:

- Your firm would be required to make all cost information during design and construction available to Owner and Architect. Describe how this information would be furnished and how the owner and architect would be assured that it is complete and accurate.

9. References:

- 9.1. For the projects listed above, identify a representative of the Owner and a representative of the Architect (provide name, telephone number and email address) whom we could contact as references regarding your organization's services. References should include owners of education projects of comparable scope.
- 9.2. Submitter must identify and describe a maximum of five (5) projects of directly relevant experience per School Project with references provided with full contact information including phone and email address. Limit your firm's relevant experience to one page maximum for the School Project. Send the related Reference Request form to your Client reference, and have them complete, sign and submit it via email to Alicia.Lombrana@yesprep.org no later than the proposal due date of April 6, 2019 at 2:00pm. Proposers with less experience than five (5) projects are still encouraged to submit but will be scored accordingly.

10. Owner/Contractor Agreement:

- 10.1. Owner will utilize the AIA Document A133-2009 Standard Form of Agreement between Owner and Construction Manager as Constructor contract, as modified by Owner, along with the AIA Document A201 General and Supplementary Conditions, as modified by Owner. 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.

11. Fees and Pricing and Delivery Proposal (For Shortlisted Firms Participating in Step Two Only)

11.1. Pricing Structure

No pricing may be submitted in response to the Step One Request for Qualifications. Firms selected for Step Two will be asked to submit proposed fees by completing and submitting Appendix B prior to being interviewed (if interviews are conducted). The fee should be divided into three parts, as indicated in the following paragraphs.

Preconstruction Services Fee

- To include personnel expenses, project estimates, preliminary project schedule, value engineering and constructability reviews, overhead and profit, and other services described below, through the Design Phase portion of the Project.

Construction Phase Services Fee

- To include overhead and profit to administer the Projects' construction, including, but not limited to, the services listed below through the Construction Phase of the Project.

Not to Exceed General Conditions Costs

- Please submit not to exceed General Conditions costs for the items listed in Appendix B. If the CMAR anticipates or requires additional General Condition items, they must be added to Appendix B of this RFP and included with the Sealed Proposal.

12. Audits. The Owner will retain the right to audit any or all accounting records of this Project upon demand for up to 10 years after final completion of the work or final acceptance of the work by the Owner, whichever is later. The audits may include any or all payments made to subcontractors, companies or individuals, for all work associated with this Project, to the extent required for a complete accounting of all costs. The accounting method must clearly show the breakdown of the following as a minimum:

- Unit and material cost;
- Invoices;
- Specific wage rates (unburdened actual costs) for all trades;
- Documentation of actual burden and benefit costs for all personnel chargeable to the Project;
- Premium time mark-ups for all trades, if any;
- Contractor's fee;
- Materials mark-up;
- Subcontractors' mark-ups;
- Insurance and bond costs;
- Equipment and tool rental costs;
- Validation of General Condition and Cost of Work expenditures; and
- Any other documentation required.

Audits may occur at regular or irregular intervals. The Construction Manager must be able to provide documentation required upon request within 24 hours during the duration of the Project. Audits will use the proposal and bidding information as the basis for verification of costs at each audit. The Construction Manager is to provide certification and reconciliation of all Project costs to Owner at the completion of the Project.

SCOPE OF SERVICES

Preconstruction Services

Design Coordination:

Work in coordination with architects, engineers, surveyors and other design consultants with an eye toward maximizing value and functionality but minimizing costs. Develop a prototype layout and systems design to be used by the design team(s).

Construction Strategy:

Advise the project team on construction strategies including, but not limited to, construction management, construction methods, phasing and sequencing, permitting, materials procurement, bidding and subcontracting, staging, and commissioning throughout the project.

Constructability Analysis:

Advise the project team on the construction ramifications of design scheme alternatives of all building systems, throughout the preconstruction process. Support the design teams' investigation of similar projects, material/system alternatives, sustainability issues, geotechnical conditions, etc.

Construction Cost Estimating & Control:

Prepare and update both project and construction budgets and estimates. Provide construction cost estimating of design components and system alternatives (including MEP systems). Provide value analysis on a continuous basis. Produce a construction cost estimate for presentation to Owner and Architect).

Construction Duration Estimating:

Due to the nature of this project and typical schedule requirements, advise the project team of the construction duration implications of design scheme alternatives. Provide an updated construction duration schedule estimate at each milestone of design for review by Owner and Architect.

Construction Procurement:

Develop and execute a comprehensive procurement plan for review by Owner and Architect. The procurement plan should include procurement timing, long-lead item planning, assistance with competitive procurement of subcontractors, detailed evaluation of proposals by all project team members, subcontract negotiations, etc.

Construction Services

Construction:

Execute construction of all portions of the project in compliance with the construction documents and all applicable laws, ordinances and codes. Retain full responsibility for the project site and the actions of all employees/subcontractors throughout construction. Construction responsibility includes, but is not limited to, the following activities: construction planning, implementation, safety management, schedule management, material management, change management, quality control, permitting/inspections, coordination with Owner operations, commissioning and Owner O&M support, and project closeout.

Occupancy, Start-Up & Operations:

If part of the project scope, manage the purchase and installation of FF&E for the Project. Assist with the analysis and selection of operational consultants and vendors, with an eye towards maximizing value and minimizing cost. Assist transition to Owner maintenance staff to run and maintain the new work safely and cost-effectively.

Owner Expectations

During the phases outlined above, Owner will have the following expectations:

- Performance and Payment Bonds for 100% of the total construction project budget will be required within ten days of execution of the contract.
- The Project Manager shall attend and actively participate in regular meetings with Owner and Architect to

review project status and review and update the construction cost estimate.

- The CMAR will be accountable for the construction budget through the completion of the project.
- The CMAR will prepare, and periodically update, a Project Schedule for the Architect's and Owner's review.
- During the preparation of the Construction Documents, the Construction Manager shall update and refine the cost estimate at established milestones, i.e. 25% and 50%. The CM shall do this with input from Subcontractors.
- At each project development milestone, each estimate shall be in a format that allows comparison from one milestone to the next.
- If any estimate submitted to Owner exceeds previously approved estimates, the Construction Manager shall make recommendations to Owner and Architect to reduce the cost of the project.

The Construction Manager shall recommend to Owner and Architect to schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project schedule.

When the Construction Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee and General Conditions.

In soliciting Competitive Sealed Proposals from subcontractors, the Construction Manager shall comply with all requirements and procedures set forth in Texas Government Code Chapter 2269, Subchapter E, including, but not limited to, the following:

- Advertising and receiving proposals from qualified subcontractors and suppliers for each section of the work.
- Distributing proposal packages and confirm scope of work.
- Reviewing proposals with Owner and Architect, prior to Contract Award.

Prior to commencing any work on the Project, Proposer must certify, on the form provided by Owner, that for each covered employee of Proposer who will have direct contact with students, Proposer has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Proposer employed before January 1, 2008; and (b) national criminal history record information for each employee of Proposer employed on or after January 1, 2008. Proposer must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided by Owner. Covered employees with disqualifying criminal history are prohibited from serving at Owner; Proposer and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students. Tex. Educ. Code §§

GENERAL INFORMATION

The following specific requirements also apply and will be incorporated into each Contract:

Add Article 1.01 – Sales Tax Exemption:

Proposer acknowledges that YES claims an exemption from the payment of state sales tax. A copy of the applicable certificate is attached.

Add Article 1.02 – Gratuities:

YES may, by written notice to the Proposer, cancel this Contract without liability to Proposer if it is determined by YES that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this Contract is canceled by YES pursuant to this provision, YES shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

Add Article 1.03 – Warranty Price:

- a. The price to be paid by YES shall be that contained in the proposal which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, YES may cancel this Contract without liability to Proposer for breach or Proposer's actual expense.
- b. The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, YES shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Add Article 1.04 – Safety Warranty:

Proposer warrants that any products sold to YES or used as part of their scope of work shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, YES may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by YES will be at Proposer's expense.

Add Article 1.05 – Equal Opportunity Employment:

Unless otherwise exempted under Executive Orders 11246, 11375, or the applicable rules and regulations, as amended, Proposer agrees to comply with the provisions of Executive Orders 11246 of September 1966 and 11375 of October 1967, as amended, ASPR 7-103.18 (a) and 12-804 are incorporated herein by reference. Further, Proposer agrees to include the provisions of said clauses in all orders or subcontracts that fall within the classifications set forth above and are placed pursuant to this Contract.

Add Article 1.06 – Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):

REMOVED

Add Article 1.07 – Debarment and Suspension (E.O. 12549 and E.O. 12689):

REMOVED

Add Article 1.08 – Certificate of Residency:

Proposers who submit a Bid or enter into a Contract agree to complete the Certificate of Residency in compliance with Texas Education Code, Chapter 2252, Subchapter A (a copy is attached).

Add Article 1.09 – Rights to Inventions Made Under a Contract or Agreement: Proposer agrees that the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and YES in any resulting invention in accordance with 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

Add Article 1.10 – Clean Air Act and the Federal Water Pollution Control:

REMOVED

Add Article 1.11 – Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):

REMOVED

Term

The Contract shall have a term commencing upon the Effective Date and continue until the Contract term is complete, mutually ended or otherwise terminated. As applicable, any unused hours or service credits will be refunded at the end of the project.

Deliverables

The Proposer will deliver to YES the Deliverables, set forth below as described, at the completion of Services or as otherwise agreed in writing between YES and the Proposer.

Performance

- Proposers and/or Material Proposers understand and agree to furnish and/or install a complete and operating system as required by all governing codes and jurisdictions, including ADA requirements, and as could be interpreted or inferred by the Contract Documents; as applicable.
- Proposer shall provide an English-speaking foreman/supervisor and shall provide sufficient manpower to maintain the Scope of Work.

Representations of Proposer

By submitting this proposal, the Proposer represents and warrants that:

- a. Proposer is familiar with the requirements and has taken them into account in preparing its proposal.
- b. Proposer has read and understands the Instructions to Proposers, the Contract Documents, is familiar with the Applicable Laws including those of agencies and municipalities with jurisdiction over the Work, and has prepared its proposal anticipating full compliance with all of the requirements;
- c. Proposer is financially solvent, able to pay its debts, and possesses sufficient working capital to complete performance of its Contract or Material Contract and all other requirements of the Contract Documents;
- d. Proposer is experienced, competent and able to furnish the labor, tools, materials, supplies, equipment, insurance and supervision and is qualified to perform the Work contemplated by the Contract Documents.
- e. Proposer is authorized to do business in the State of Texas.
- f. Proposer holds any license, permit or other special evidence necessary to perform the Work.
- g. This Bid Form will take precedence over any supplemental quotation or scope sheet submitted if any conflicting information exists unless otherwise agreed to via a Contract or Contract Amendment.

Signature

By placing my signature in the space provided below I confirm that I, as a duly authorized officer of the company, have approved and submitted this proposal.



I further warrant and represent that the company will execute a standard YES Contract or YES Material Contract, as applicable, including all related Attachments, and that the company shall not modify the YES Contract, YES Standard Terms and Conditions, bond, certificate of insurance or other standard forms.

On _____ (date) Proposer's duly authorized officer approved and submitted this proposal.

Company Name: _____ As its: _____ (Title)

By: _____ (Signature)

_____ (Printed Name)

Notary Acknowledgment

BEFORE ME, the undersigned authority, on this day

(Name) _____, personally appeared, the duly authorized (Title) _____ of

(Company) _____ and executed this proposal for the purpose expressed in the document.

Notary Public in and for the State of Texas Date:

Signature: _____

Printed Name: _____

My Commission Expires: _____

Seal:

APPENDIX A Owner Required Forms

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Owner is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Owner or who seeks to do business with Owner must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Owner or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Owner, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Owner.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

“Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

- ***Owner Board members are listed on our webpage located at:***
<http://www.yesprep.org/board-leadership>
- ***Current local government officers include, but are not limited to:***

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

INSERT CONFLICT OF INTEREST QUESTIONNAIRE

INSERT W-9

Owner, Inc.
Certificate of Residency

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for YES to determine the residency of its bidders/proposers for construction related services. 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 bid 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 _____
(Name of Company Bidding/Proposing) is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder/Proposer
_____ Non-resident Bidder/Proposer

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

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL

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. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that 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 terminating business activities 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.

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: _____ Email

Address: _____

Signature of Authorized Representative: _____ Date: _____

Federal Tax ID # _____

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 an agreement with a school Owner must give advance notice to 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 the agreement with a person or business entity if 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. Owner must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to 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 information furnished is true to the best of my knowledge.

Contractor’s Name/Company Name: _____

Authorized Official’s Name (Printed or Typed): _____

You must select one and sign below:

Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).

Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.

Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s):

Detail of Conviction(s):

(Attach additional pages if necessary.)

Signature of Company Official: _____ Date: _____

OWNER

ANTITRUST CERTIFICATION STATEMENT

(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/CompanyName:

Address, City, State, and ZipCode:

Signature: _____

Printed Name: _____

Title: _____ Date Signed: _____

APPENDIX B
(To be submitted by Step Two Finalists only)

SEALED PRICE PROPOSAL FORM

Project Name:	
Project Number:	
Estimated Construction Budget:	
Estimated Construction duration (months):	

Proposer Name

Preconstruction Services Fee	Proposed Total Fee
The Pre-construction fee shall be based on a lump sum amount paid by the Owner paid out incrementally during the pre-construction phase.	\$

CM At-Risk Fee	Proposed CMR Fee
CM-at-Risk Fee shall be the percentage of the Cost of the Work paid to the Construction Manager-at-Risk. The Fee shall NOT be calculated on General Conditions.	%

General Conditions	Proposed General Conditions Not to Exceed
General Conditions shall be a not to exceed percentage of the Cost of the Work, sufficient to cover all items listed in Parts I, II and III on the following page.	%

General Conditions Breakdown Detail must be provided on following pages.

BREAKDOWN OF GENERAL CONDITIONS/GENERAL REQUIREMENTS

Part I. – BONDS AND INSURANCE

Items	Proposed Total Cost
Bonds	
Performance and Payment Bond for CMR as Principal (based on Project Budget)	\$ _____ total
Not to Exceed percentage for Subguard, Subcontractor Default Insurance and/or Second-Tier Bond Premiums/Costs (these costs must be disclosed and approved by Owner in order to be reimbursable).	% _____ (per enrolled subcontract)
Are the Subguard, Subcontractor Default Insurance and/or Second-Tier Bond Premiums/Costs included in your General Conditions Proposal Totals stated above? _____ Yes _____ No	
Insurance	
Comprehensive General Liability, including: - \$1,000,000 Each occurrence - \$2,000,000 General Aggregate \$1,000,000.00	\$ _____ total
Automobile Liability (any, hired and non-owned autos), including: - \$1,000,000 Combined Single Limit	\$ _____ total
Workers' Compensation and Employer's Liability – Statutory Limits; please indicate whether this cost is or is not already included in Labor Burden	\$ _____ total
Builder's All Risk, including Flood coverage	\$ _____ total
Umbrella or Excess Liability Insurance (\$5,000,000)	\$ _____ total
Proposed Subtotal Costs	
Estimated Subtotal all Bond and Insurance Costs	\$ _____ total

Part II. - MONTHLY LABOR COSTS**(Must Include Labor Burden and any auto allowances/gas/mileage for such personnel)**

Items	Proposed Monthly Cost
Project Manager – full time	\$ per month
Superintendent - full time	\$ per month
Project/Field Engineer - full time	\$ per month
Project Safety Manager – 50 % Time	\$ per month
Assistant Superintendent - full time	\$ per month
Project Executive/Director - 50 %	\$ per month
Project Support Staff – full time	\$ per month
	Proposed Subtotal Cost
Estimated Subtotal of all Monthly Labor Costs. (Note: specific staffing allocations will be discussed and agreed upon prior to the commencement of the work)	\$ total

Part III. – General Requirements

General Requirements - The following are typical General Requirements but not necessarily limited to: Project Electricity, Temporary Project Utilities, Monthly Telephone/Internet Services, Temporary Water Distribution and Meters, Temporary Electrical Distribution and Meters, Field Offices and Office Supplies, Partnering Costs, Job Photography/Videos/DVD, Project Specific Signage, Postage/Shipping, Project As-Built (Record) Drawings, Project Milestone Events, Move-In/Out and Office Set-up, Employee Identification System (Badging), Small Tools, Project Water, Temporary Toilet Facilities, Temporary Fire Protection, Telephone/Internet System Installation, First Aid Supplies, Reproduction Services, Monthly Office Supplies, Remote Parking Expenses, Project Reference Manuals, Drinking Water and Accessories, Safety Manual/Safety Plan, Safety Training and Safety Materials, Safety Protection Equipment, Office Clean-up/Janitorial Services, Mobilization and Demobilization; Jobsite Security.	
	Proposed Subtotal Cost
Not to Exceed Amount for all General Requirements for the Cost of the Work	\$ total

Balance of page intentionally left blank.

THIS OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL. SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF THE PROPOSAL, AND THE PROPOSER MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

Representations - By execution and submission of this Proposal, the Proposer hereby represents and warrants to Owner as follows:

1. The Proposer has prior experience on construction projects of the same or similar type, nature and class.
2. The Proposer has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
3. The Proposer has carefully inspected the Project site, and that from the Proposer's own investigation, the Proposer has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Proposer has correlated the Proposer's site observations with the requirements of the Contract Documents. The Proposer understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its Proposal.
4. To the fullest extent permitted by applicable law, the Proposer waives any claim it has or may have against the Owner, the Architect, and their respective directors, officers, shareholders, directors, partners, agents, contractors, consultants and employees and any reference sources arising out of or in connection with the administration, evaluation or recommendation of any offers; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any Proposals; and the award of a Contract.
5. The Project will be undertaken in accordance with the applicable provisions of Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.
6. Proposer acknowledges and agrees that (1) this RFQ is a solicitation for Proposals and is not a contract or an offer to contract; (2) the submission of Proposal by Proposer in response to this RFQ will not create a contract between the Owner and Proposer; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and (4) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Proposer's preparation of a response to this RFQ.
7. Proposer agrees to furnish to the Owner the services described in its Proposal, and to comply with all terms, conditions and requirements set forth in the RFQ and documents contained herein.
8. Proposer represents and warrants that:
 - a. Proposer is a reputable company regularly engaged in providing construction manager services necessary to meet the terms, conditions and requirements of the RFQ.
 - b. Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ.
 - c. Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - d. Proposer understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - e. Proposer, if selected by the Owner, will maintain insurance as required by the construction agreement.
 - f. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Proposer acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Proposer. If selected by the Owner as the successful Proposer, Proposer will notify the Owner immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - g. Proposer certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements or other contractual

arrangements which may result from the submission of Proposer's Proposal.

Authorized Signature:	
Name:	
Title:	
Name of Contracting Firm:	
Street Address:	
City, State Zip Code	
Telephone Number:	
Fax Number:	
Email Address:	
Date:	

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SALES AND USE TAX EXEMPTION FORM

YES PREP PUBLIC SCHOOLS

RFQ FOR CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES

REFERENCE REQUEST FORM

Project Name
CMAR Name
Owner or Architect Providing Reference
Phone Number
Response Date (MM/DD/YY)
Reference Project Description
<p>Please forward completed reference form to Alicia.Lombrana@yesprep.org no later than 2:00 pm on 4/9/2019</p>

#	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?		("10" for YES, "0" for NO)
Total Score (0-100)			Sum of 10 Questions Scored

REFERENCES

Please complete this form submit the form with RFQ / Statements of Qualifications.

Offerors must provide maximum of five (5) projects of directly relevant experience per School Project references.

Please also find the "Reference Request form" in the attachments section, send to your Client reference, and have them complete, sign and submit it via email to Alicia.Lombrana@yesprep.org no later than the due date of April 6, 2019 at 2:00pm.

Offerors with less experience than five (5) projects are still encouraged to submit, but will be scored accordingly.

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 _____

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

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

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 YES Prep 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: _____

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: 60%; 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

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

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: _____

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 YES Prep – 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: _____

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: _____

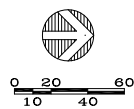
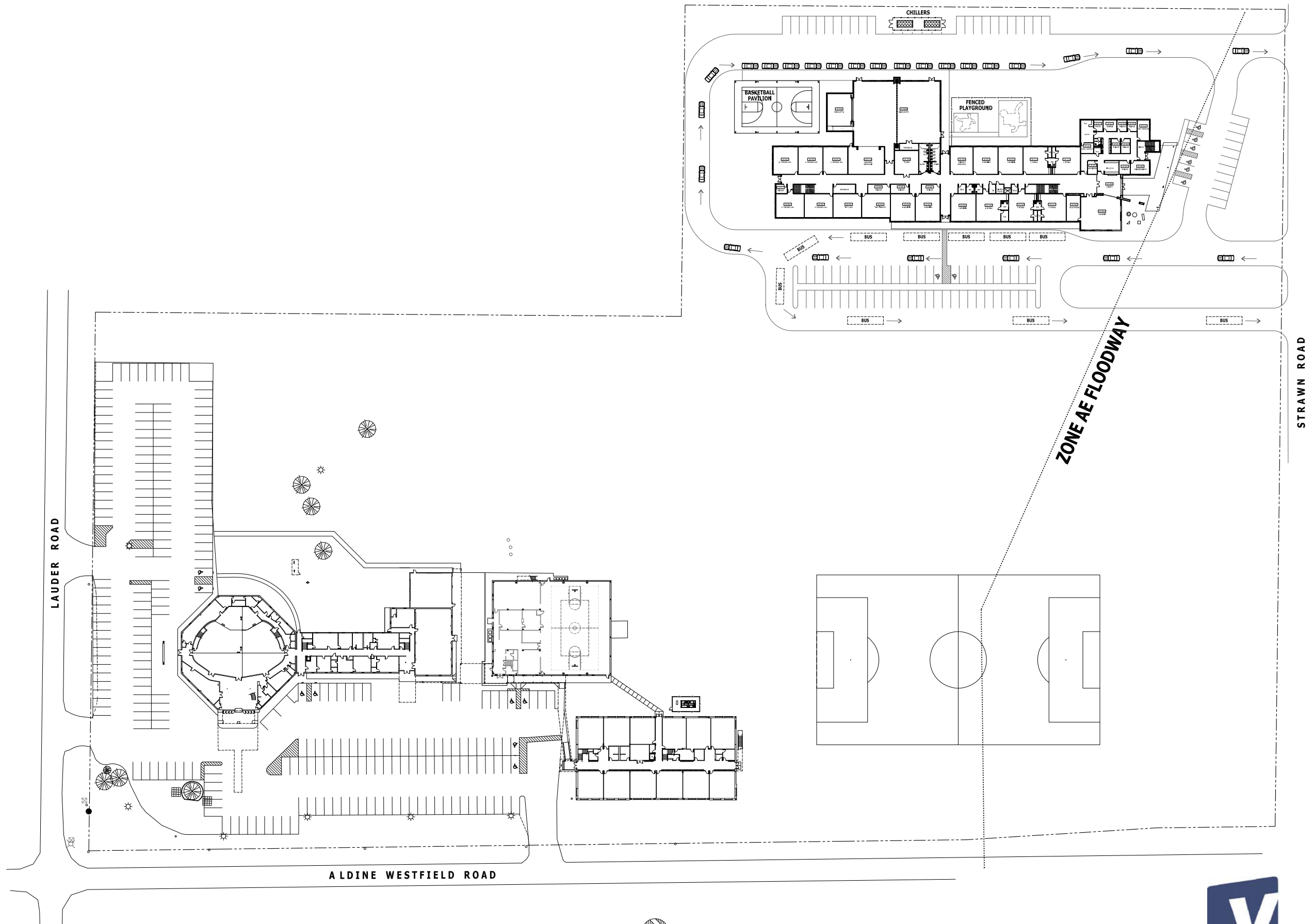
Telephone # : _____ Fax # : _____

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

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

Signature of Proposer's Authorized Official: _____

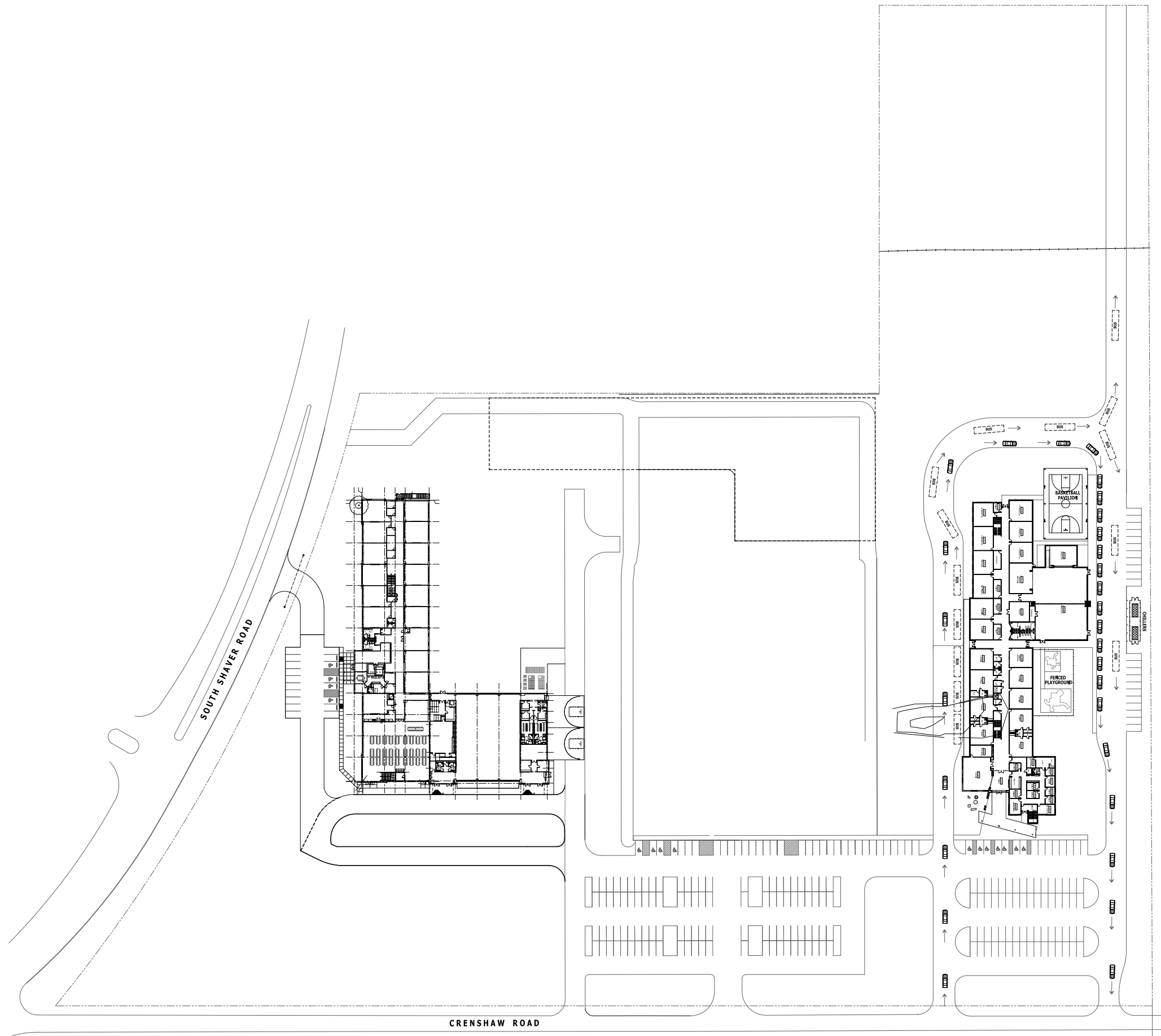
Date Signed: _____



YES PREP. NORTH CENTRAL CAMPUS

MARCH 8, 2019





YES PREP. SOUTHEAST CAMPUS

MARCH 8th, 2019



TOTAL GROSS AREA

1ST FLOOR = 41,495 SF

2ND FLOOR = 29,810SF

71,305 SF

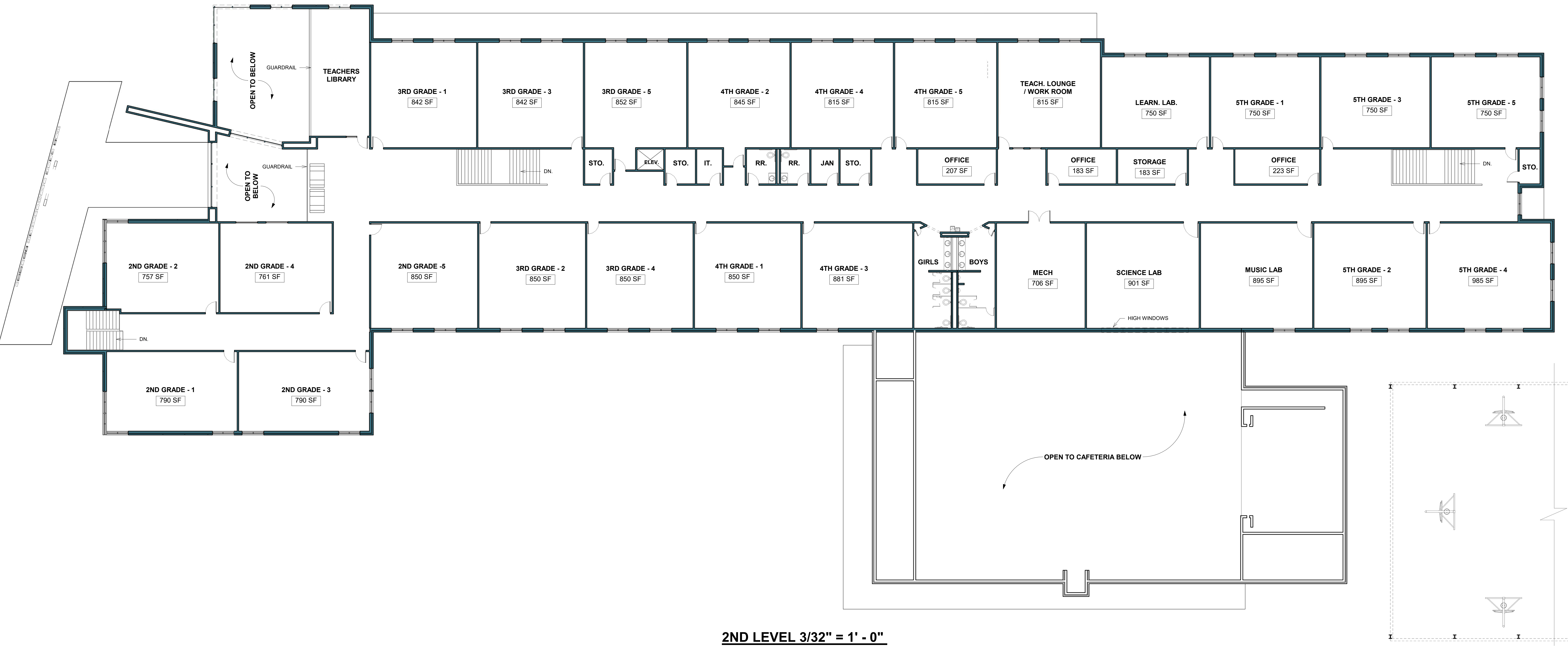


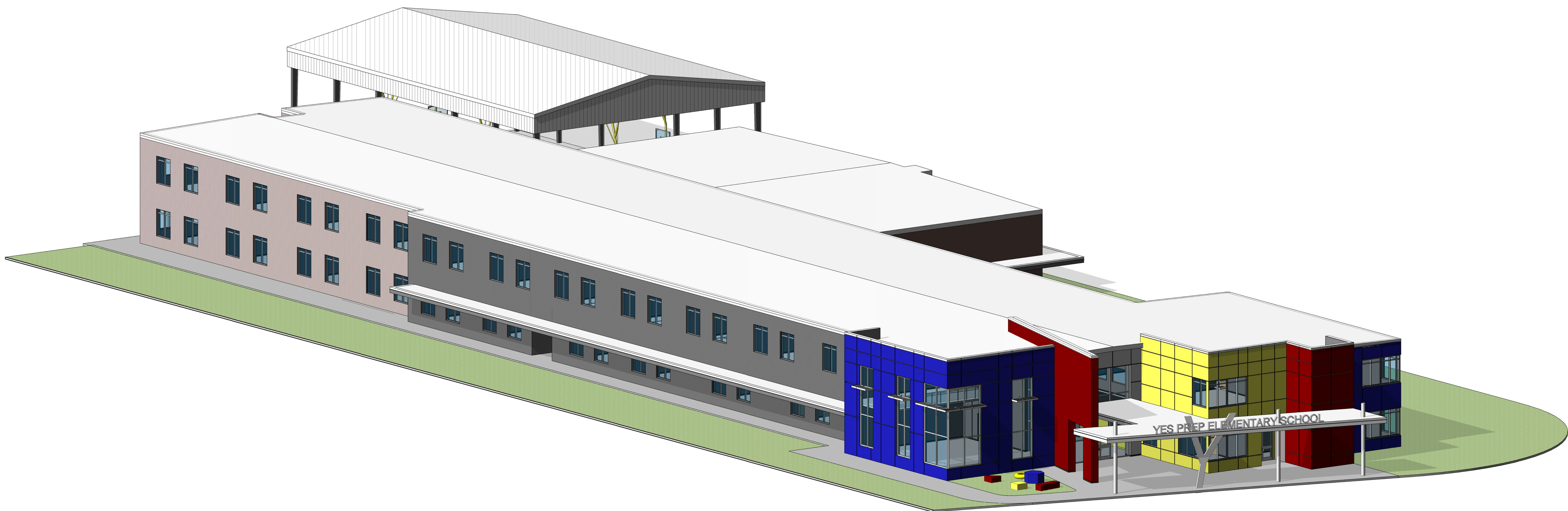
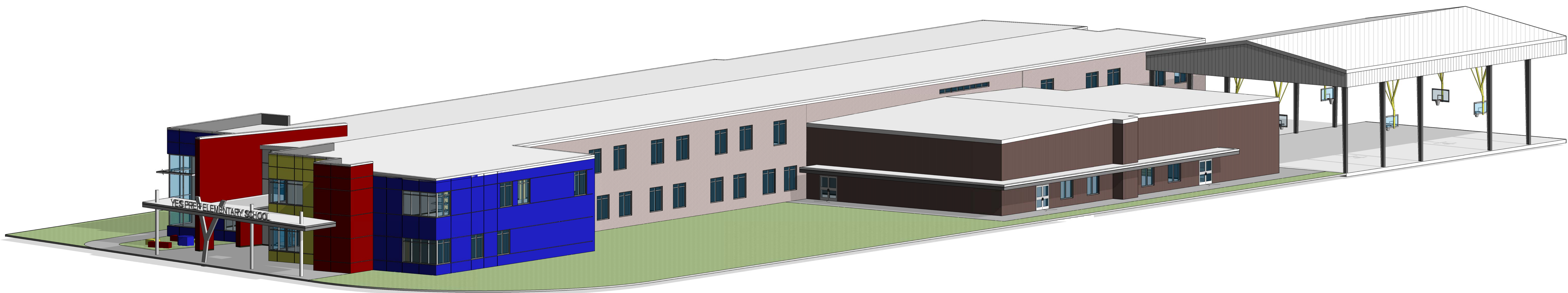
TOTAL GROSS AREA

1ST FLOOR = 41,495 SF

2ND FLOOR = 29,810SF

71,305 SF





YES PREP ELEMENTARY SCHOOL

03/19/2019