

**GALVESTON INDEPENDENT SCHOOL DISTRICT**  
**RFQ #2021-22-020 Issued: July 05, 2022**  
**REQUEST FOR QUALIFICATIONS FOR DESIGN BUILD SERVICES FOR**  
**THE CONSTRUCTION OF A NEW STADIUM COMPLEX**

I.	INTRODUCTION.....	3
II.	RFQ ADVERTISEMENT, AVAILABILITY, AND DELIVERY .....	7
III.	PROBABLE SCHEDULE OF EVENTS.....	8
IV.	SUBMISSION FORMAT & CONTENT REQUIREMENTS .....	9
V.	DEFINITIONS.....	10
VI.	TERM OF CONTRACT .....	10
VII.	SUBMISSION REQUIREMENTS .....	10
VIII.	AMENDMENTS TO THE RFQ.....	16
IX.	RESTRICTIONS ON COMMUNICATION .....	17
X.	EVALUATION .....	17
XI.	AWARD OF CONTRACT AND RESRVATION OF RIGHTS .....	19
XII.	PROPOSAL MODIFICATIONS AND WITHDRAWL PRIOR TO PROPOSAL OPENING .....	20
XIII.	EXHIBIT A - FELONY CONVICTION NOTIFICATION.....	22
XIV.	EXHIBIT B - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT.....	24
XV.	EXHIBIT C – PROOF OF INSURABILITY .....	25
XVI.	EXHIBIT D – PROOF OF BONDING CAPACITY .....	26
XVII.	EXHIBIT E - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE.....	27
XVIII.	EXHIBIT F - DEVIATION AND EXCEPTIONS FORM.....	29
XIX.	EXHIBIT G – CERTIFICATE OF RESIDENCY .....	30
XX.	EXHIBIT H - VENDOR STATEMENT OF DEBARMENT/SUSPENSION .....	31
XXI.	EXHIBIT I – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER.....	32
XXII.	EXHIBIT J – FORM 1295-CERTIFICATE OF INTERESTED PARTIES .....	33
XXIII.	EXHIBIT K – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL 35	
XXIV.	EXHIBIT L – CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES .....	36
XXV.	EXHIBIT M – CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES.....	37

XXVI. EXHIBIT N – CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE .....	38
XXVII. EXHIBIT O –PROPOSAL FORM .....	39
XXVIII. EXHIBIT P – BID BOND.....	41
XXIX. EXHIBIT Q - AIA DOCUMENT A101-2017 .....	42
XXX. EXHIBIT R - AIA DOCUMENT A201-2017 .....	43
XXXI. EXHIBIT S – PREVAILING WAGE RATES .....	44
XXXII. EXHIBIT T - GENERAL CONDITIONS .....	47
XXXIII. EXHIBIT U – FACILITY DESIGN STANDARDS.....	50
XXXIV. EXHIBIT V – DESIGN CRITERIA PACKAGE.....	51

## I. INTRODUCTION

A. Pursuant to the provisions of the Texas Government Code § 2269, Subchapter G, it is the intent of the Galveston Independent School District (hereinafter known as Owner, or District) to solicit qualifications and proposals from qualified vendors to provide Design Build Services in a TWO-Step Process as described

B. Project Team: The selected Respondent will join a Project Team which will include Owner Administration, and Program Manager, all of whom will be engaged in a cooperative effort to provide the Owner with successful and cost effective solutions for a New Stadium Complex. The selected Respondent will assist the District, and Program Manager with pre-construction services and to build the project thereafter as design-builder.

C. 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 For Contractor's General Conditions, including fee. Refer to the exhibits to this RFQ for additional details.

D. Project Information: The District plans to build a new stadium complex on the site of the existing Kermit Courville Stadium. 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.

1. Work at the project location shall not begin until two days following the last home football game in 2022, which is currently estimated to be October 28, 2022.
2. The substantial completion date is August 4, 2023.
3. The Owner's budget for the Cost of the Work is \$20,500,000.
4. The site is the existing Courville Stadium.

E. Intent: It is the Owner's goal to expedite execution of a not-to-exceed contract and the Owner has furnished a Design Criteria Package, Technical Design Guidelines, contract forms, schedule requirements, and other information known at the time of this RFQ so that the highest ranked respondent may furnish a not-to-exceed price to the Owner in one (1) week from board action to select the contractor. It is anticipated that the Project will require a Phased Delivery Process, with some possible early procurement packages, such as pre-purchasing of bleachers, turf, 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 Part 2 proposal for these services. The Owner will enforce compliance with the requirements for pre-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.

F. Pre-Construction Services:

1. General

- a) Key project personnel shall attend regular meetings with the District, and Program Manager to review the project status and update the construction cost estimates.
- b) Consult with the District, and Program Manager 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 District, a schedule for procurement of long lead-time items that will constitute part of the Work required to meet the project schedule.

2. Constructability Reviews

a) 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 a check cross of references and complimentary 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.

b) Constructability Review 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

3. 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 the Architect or Engineer and identified by the Owner, estimates of the total construction cost of the Project at several times, as specified below. Contractor shall prepare 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 Unifomat standards and as specified below, and arranged in Unifomat 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:

- a) Schematic Design and 50% and 100% Design Development; Unifomat format elemental categories and detailed to Level 3;
- b) Construction Documents; 50% milestone; Unifomat format elemental categories and detailed to Level 4; 90% milestone; Unifomat format elemental categories and detailed to Level 4 and additionally in CSI format.
- c) 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, consistent with good professional practice, appropriate to the phase of development. Larger allowances are assumed held at early phases gradually diminishing to zero at completion of final cost estimate.

4. 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 Program Manager for evaluation.

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

1. Pre-Construction Services (Critical for Early Involvement)
2. Constructability Reviews of Design and Drawings for Coordination
3. Ascertain completeness of Drawings and Specifications
4. Review of Building Systems for availability and make Recommendations
5. Recommend any needed Phasing and Construction efficiencies
6. Cost estimating during Phases of Design
7. Cost Control Methods
8. Assist in Development of Schedules
9. Monitor Regulatory Approvals
10. Recommend possible Cost Savings
11. Advertise Project for Subcontractor Bids
12. Procure Competitive Bids
13. Develop and Submit a Schedule of Values Project
14. Comply with audits of the Cost of the Work
15. Construct Project

- H. List of General Conditions. Refer to Section XXXII 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.
- I. Insurance Requirements: Refer to Exhibit A for insurance requirements

## II. RFQ ADVERTISEMENT, AVAILABILITY, AND DELIVERY

A. Proposal/Contract Documents, and Addenda are available for download from <https://lan.projectmates.com/projectmates/bid/bidlogin.aspx>

B. Responses are due in two parts; Part 1: Qualifications statement and required forms Part 2: Proposal. Responses are due as described in RFQ section III PROBABLE SCHEDULE OF EVENTS.

C. 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, Microsoft Excel file). 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 District 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

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

1. <https://lan.projectmates.com/projectmates/bid/bidlogin.aspx>

E. If you are a first-time user of the electronic bidding system (Projectmates) you will be asked to create a username and password plus other basic registration information. Once you have logged in, please select "Add to My Bids" to view information about the project, obtain solicitation documents and submit your bid.

F. Electronic bid submissions will be made at the following location:

1. <https://lan.projectmates.com/projectmates/bid/bidlogin.aspx>

G. Once you are a registered user, you may access a User Guide for Electronic Submissions at the following link:

1. <https://university.projectmates.com//PMHelp/Bids/default.htm?qs=96640139036C52B95806FAA673FDD398A9ED7BE2EFE25C2137C12679CA9678FDDA2FDA0BB1FDDF5405304A4436D42F3A>

H. Questions concerning this RFQ shall be directed to the Owner's Program Manager, in writing, using the electronic bidding system. 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 III 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 III PROBABLE SCHEDULE OF EVENTS.



accepted and will be returned unopened. All responses must be provided in a sealed envelope/package with RFQ #2021-22-020 clearly printed on the face of the package.

**Galveston Independent School District**  
**Gwynetheia Shabazz Pope, Purchasing Coordinator**  
**3904 Ave. T.**  
**Galveston, Texas 77550**  
409.766.5158  
gwynetheiapope@gisd.org  
Provide 1 original, 3 copies, 1 electronic media

J. August 3, 2022 – Recommendation to the Board of Trustees for selection of the design-build firm that offers the best value for the District. Authorization of Superintendent or designee to enter into negotiations with the highest ranked Respondent

K. August 10, 2022 – Finalize and Board of Trustees action on satisfactory contract, including not to exceed price for the project. If the Owner is unable to negotiate a satisfactory contract with the selected firm, the Owner shall, formally and in writing, end all negotiations with that firm and proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end.

#### **IV. SUBMISSION FORMAT & CONTENT REQUIREMENTS**

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

B. The qualifications should be in the format of a written report and should be prepared on 8-1/2" x 11" sheets (single-sided) unless noted below, and bound with coil binding.

C. One original of the Complete RFQ Submission are required.

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

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

1. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Respondent's information.

2. Any respondent wishing to maintain confidentiality of financial information must include a written request for same with the submission of the proposal.

## **V. DEFINITIONS**

- A. Respondent: A team from the General Contractor to join the Owner representatives and Program Manager to ensure optimal Cost Control, Scheduling, Phasing of Packages and Construction of facilities.
- B. Program Manager: The entity contracted by the Owner to provide overall fiduciary responsibilities and direct oversight of the contractor and A/E Team to ensure performance of actions contributing to the success of the owner's objective.
- C. RFQ: Request for Qualifications
- D. Owner: Galveston Independent School District

## **VI. TERM OF CONTRACT**

- A. A contract awarded in response to this RFQ will be for Contractor Services for a New Stadium Complex. The Owner has defined project completion dates for the anticipated work.

## **VII. SUBMISSION REQUIREMENTS**

- A. Letter of Interest
- B. Executive Summary
  1. 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.
- C. 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 provide clear, transparent, non-elusive answers will be deemed non-responsive and scored accordingly.

1. Firm Information
  - a) Name of Firm
  - b) Address of Principal Office
  - c) Phone and Fax Number
  - d) Primary Individual (Point of Contact) for this RFQ; name and email

2. Firm Organization

- a) Form of Business Organization (corporation, partnership, individual, joint venture, other?)
- b) How many years has your organization been in business in its current capacity?
- c) How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
- d) 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.
- e) If your organization is a partnership, answer the following: Date of organization, Type of partnership (if applicable), and Name(s) of general partner(s).
- f) If your organization is individually owned, answer the following: Date of organization, Name of owner.
- g) If the form of your organization is other than those listed above, describe it and name the principals.

3. Experience

- a) 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, Galveston County, Brazoria County and Chambers 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, Galveston County, Brazoria County and Chambers County by your company for the period of 2016-2021 represent?
  - (5) What percentage of all work under contract in Harris County, Galveston County, Brazoria County and Chambers 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?

(8) 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
VII.C.3.a)(1)						
VII.C.3.a)(2)						
VII.C.3.a)(3)						
VII.C.3.a)(4)						
VII.C.3.a)(5)						
VII.C.3.a)(6)						
VII.C.3.a)(7)						
VII.C.3.a)(8)						

b) 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 (Eg. 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.)

- (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 RFI's
- (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

c) 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. 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 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 (Eg. 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.)
- (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 RFI's (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

d) 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.

4. 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.

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

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

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

d) 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?

5. Safety

- a) State the Experience Modification Factor for each of the past 5-years
- b) List any safety awards your company has received within the past 5-years.

D. Personnel

- 1. Provide an organizational chart outlining all companies and planned personnel that will be assigned to the project and their responsibilities.
- 2. Provide a firm overview for A/E consultants
- 3. 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 VII.C.3.b) and VII.C.3.c) where possible.

a) 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

E. Additional Information

- 1. Letters of Recommendation: Furnish five (5) letters of recommendation from past or current K-12 Texas school district customers of the respondent, preferably from those projects listed in section VII.C.3.b)and VII.C.3.c).

F. Optional Information

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

G. Financial Information

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

- a) Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
- b) Non-current assets (e.g., net fixed assets, other assets).
- c) Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
- d) Non-current liabilities (e.g., notes payable).
- e) Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
- f) Name and address of firm preparing attached financial statement and date thereof.
- g) Is the attached financial statement for the identical organization named under item VII.G.1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent subsidiary).
- h) Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- i) Provide name, address and phone number of your financial institution.

2. Bonding

- a) Provide Name of bonding company and name and address of agent.
- b) Provide letter from bonding company stating the currently available bonding capacity of your company (Bonding limit minus current obligations)?

**VIII. AMENDMENTS TO THE RFQ**

A. 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.

**IX. RESTRICTIONS ON COMMUNICATION**

A. 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 II.B 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 Respondent’s. Violation of this provision by Respondent or his/her/its agent may lead to disqualification of his submission from consideration.

B. 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.

**X. EVALUATION**

A. 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.

B. 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. Final approval of a selected Respondent(s) is subject to the action of the Board of Trustees of the Owner.

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

D. 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.	VII.B, VII.C.2, VII.C.3, VII.G

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.	VII.C.3.b), VII.C.3.c), VII.C.4, VII.C.5, VII.E.1
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.	VII.C.3.b)(14), VII.C.3.b)(15), VII.C.3.c), VII.C.4, VII.D
<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>			
<b>Step Two</b>			
30	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 costing methodology proposal based on your percentage above the low proposal: Percentage Above Low Proposal=Owner's Budget for the Cost of the Work multiplied by ((Your average range of costs for general conditions proposal minus the minimum average range of costs for general conditions proposed)/( minimum average range of cost of general conditions for all proposed)). 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 1%	100.00%
1.0001% to 3%	99.00%
3.0001% to 5%	97.50%
5.0001% to 7%	96.00%
7.0001% to 9%	94.50%
9.0001% to 11%	93.00%
11.0001% to 13%	91.50%
13.0001% to 15%	90.00%

15.0001% to 17%	88.50%
17.0001% to 19%	86.50%
19.0001% to 21%	84.50%
21.0001% to 23%	82.50%
23.0001% to 25%	80.50%
25.0001% to 27%	78.50%
27.0001% to 29%	77.50%
29.0001% to 31%	76.50%
31.0001% to 33%	75.50%
33.0001% to 35%	74.50%
35.0001% to 37%	73.50%
37.0001% to 39%	72.50%
39.0001% to 41%	71.50%
41.0001% to 43%	70.50%
43.0001% to 45%	69.50%
45.0001% to 47%	68.50%
47.0001% to 49%	67.50%
49.0001% to 51%	66.50%
51.0001% to 53%	65.50%
53.0001% to 55%	62.50%
55.0001% to 57%	59.50%
57.0001% to 59%	56.50%
59.0001% to 61%	53.50%
61.0001% to 63%	50.50%
63.0001% to 65%	47.50%
65.0001% to 67%	44.50%
67.0001% to 69%	41.50%
69.0001% to 71%	38.50%
71.0001% to 73%	35.50%
73.0001% to 75%	32.50%
75.0001% to 77%	29.50%
77.0001% to 79%	26.50%
79.0001% to 81%	23.50%
81.0001% to 83%	17.50%
83.0001% to 85%	11.50%
85.0001% to 87%	5.50%
87.0001% to 100%	0.00%

**XI. AWARD OF CONTRACT AND RESRVATION OF RIGHTS**

A. The Form of Contract will be AIA Document A101 - 2017, attached in Section XXIX, including incorporated reference files.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 five (5) years, or for such longer period as may be required by law, after final 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.

G. 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.

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

A. 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.

B. 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.

C. 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

### XIII. 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

### XIV. 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**

### **XV.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**

### **XVI. 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**

**XVII. 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 person=s 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 thing 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

## XVIII. 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 A101-2017 Standard Form of Agreement and the AIA A201-2017 General Conditions of the Contract for Construction as amended by the Owner. 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
---------------------	------------	------

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

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

# Submit with Part 1

## XIX. 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

## XX.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**

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

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

## Submit with Part 1

### **XXII. EXHIBIT J – FORM 1295-CERTIFICATE OF INTERESTED PARTIES**

Complete and submit Texas Ethics Commission Form 1295 at the Texas Ethics Commission web site at <https://ethics.state.tx.us/forms/1295.pdf>.

Effective January 1, 2006, any person or entity who contracts or seeks to contract with GISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with GISD is responsible for complying with any applicable disclosure requirements.

The Conflict of Interest Questionnaire must be filed:

No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for Proposal or Proposal, correspondence, or other writing related to a potential agreement with the entity.

The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Please sign and return the following Conflict of Interest Questionnaire from the Texas Ethics Commission with your Proposal/Proposal to the following address if there is a Conflict of Interest:

Galveston Independent School District

Attn: Purchasing Department

3904 Ave T.

Galveston, TX 75098

The Local Government Officers of Galveston Independent School District are:

Board of Trustees:                      Anthony Brown                      President District 4-D

Johnny Smecca                              Vice President District 6-F

Elizabeth Beeton                      Trustee District 1-A

Shae Jobe                                      Secretary District 3-C

Mindy Lakin                                      Trustee District 7-G

Ann Masel                                      Trustee District 5-E

## Submit with Part 1

David H. O'Neal, Jr. Trustee District 2-B

Superintendent: Dr. Jerry Gibson

Assistant Superintendent of Business and Operations: Connie Morgenroth

### **Certificate of Interested Parties (Form 1295)**

#### ***(Required by Awarded Vendor(s) Only)***

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

#### **Filing Process:**

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with Galveston ISD.

Galveston ISD must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Galveston ISD.

#### **Form Availability:**

Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at

512-463-5800.

**Submit with Part 1**

**XXIII. EXHIBIT K – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL**

Respondent 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 under federal law. (Tex. Gov’t Code §§ 2252.151-.154)

Respondent hereby certifies and verifies that neither Respondent, nor any affiliate, subsidiary, or parent company of Respondent, if any (the “Respondent Companies”), boycotts Israel, and contractor agrees that Respondent and Respondent 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. (Tex. Gov’t Code §§ 2270.001-.002, 808.001-.006,.051-.057, .101-.102)

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 \_\_\_\_\_ DATE \_\_\_\_\_

## Submit with Part 1

### XXIV. EXHIBIT L – CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

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 (87th 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).

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 \_\_\_\_\_ DATE \_\_\_\_\_

## Submit with Part 1

### XXV. EXHIBIT M – CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

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 (87th leg.); and (e) Owner has determined that Vendor is not a sole-source provider or Owner 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 (87th 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.

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 \_\_\_\_\_ DATE \_\_\_\_\_

**Submit with Part 1**

**XXVI. EXHIBIT N – CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

Owner 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 Owner 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 (87th 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.

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 \_\_\_\_\_ DATE \_\_\_\_\_

## Submit with Part 2

### **XXVII. EXHIBIT O –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 District, the undersigned agrees to the following:

1. To hold the proposal open for acceptance by the Owner for 60 days.
2. To hold alternate proposals open for acceptance by the Owner for 120 days
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 shown in Section I.D.3 is adequate to complete the Project and that the Respondent can attain the outcomes described by the dates depicted in Section I.D.1, Section I.D.2, Section III.J, and Section III.K.

### PROPOSAL

1. **Contract Time:** The undersigned agrees that, if the proposal is accepted, the Date of Commencement shall be August 10, 2022 which will be established in a "Notice to Proceed" from the Owner and to obtain Substantial Completion of all work not later than August 4, 2023, 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**

**XXVIII. EXHIBIT P – BID BOND**

Furnish bid bond as set forth in the Contract Documents.

## **Not Required to Submit**

**XXIX. EXHIBIT Q - AIA DOCUMENT A101-2017**

To be issued by Addendum

## **Not Required to Submit**

**XXX. EXHIBIT R - AIA DOCUMENT A201-2017**

To be issued by Addendum

# Not Required to Submit

## XXXI. EXHIBIT S – PREVAILING WAGE RATES

### Prevailing Wage Rates – School Construction Trades

Effective: June 12, 2019

Texas Gulf Coast Area

CLASSIFICATION	2019 HOURLY RATE
ASBESTOS WORKER	\$18.00
BRICKLAYER; MASON	\$18.98
CARPENTER; CASEWORKER	\$18.90
CARPET LAYER; FLOOR INSTALLER	\$19.80
CONCRETE FINISHER	\$13.90
DATA COMM/TELE COMM	\$22.58
DRYWALL INSTALLER; CEILING INSTALLER	\$16.40
ELECTRICIAN	\$25.50
ELEVATOR MECHANIC	\$31.50
FIREPROOFING INSTALLER	\$19.17
GLAZIER	\$19.67
HEAVY EQUIPMENT OPERATOR	\$21.00
INSULATOR	\$14.90
IRONWORKER	\$23.00
LABORER, HELPER	\$11.75
LATHERER; PLASTERER	\$18.60
LIGHT EQUIPMENT OPERATOR	\$13.25
METAL BUILDING ASSEMBLER	\$16.33
MILLWRIGHT	\$26.30
PAINTER; WALL COVERING INSTALLER	\$14.67
PIPEFITTER	\$25.17
PLUMBER	\$31.00
ROOFER	\$15.10
SHEET METAL WORKER	\$20.25
SPRINKLER FITTER	\$20.61
STEEL ERECTOR	\$23.33
TERRAZZO WORKER	\$16.42
TILE SETTER	\$15.30
WATERPROOFER; CAULKER	\$14.90

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

# Not Required to Submit

## Prevailing Wage Rate Determination Information

*The following information is from Chapter 2258 Texas Government Code:*

### **Sec. 2258.021. Right to be Paid Prevailing Wage Rates.**

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

### **Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.**

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

### **Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.**

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

## Prevailing Wage Rates

### Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and /or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER; PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to: air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf, conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
MILLWRIGHT	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts, and align pumps.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or wall coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

## Not Required to Submit

### XXXII. 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 are in addition to, and do 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

## Not Required to Submit

- k.* Job Signage/Advertising
  - l.* Fire Protection/Fire Extinguishers
  - 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

## Not Required to Submit

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

## **Not Required to Submit**

### **XXXIII. EXHIBIT U – FACILITY DESIGN STANDARDS**

To be issued by Addendum

## **Not Required to Submit**

### **XXXIV. EXHIBIT V – DESIGN CRITERIA PACKAGE**

To be issued by Addendum