



LA VEGA INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSALS

LA VEGA INDEPENDENT SCHOOL DISTRICT

400 E. Loop 340

Waco, TX 76705

Construction Manager-At-Risk (CMAR) Services

One-Step Process

2024 Bond Projects

TABLE OF CONTENTS

PROPOSAL REQUIREMENTS AND CONTRACT INFORMATION

Advertisement
Request for Proposals
Instructions to Proposers
Scope of Proposals
Proposal Form
Procurement Form Supplements

Attachment A - Felony Conviction Notification
Attachment B - Resident Bidder Certification
Attachment C - Conflict of Interest Questionnaire
Attachment D - Terms and Conditions Certification
Attachment E - Non-Collusion Affidavit

AIA A133-2019 & AIA A201-2017 General Conditions

Weather Table

ATTACHMENTS

Timeline – La Vega ISD – 2024 Bond Projects
2024 Bond Projects – Estimated Construction Costs

ADVERTISEMENT

1.1 OWNER

La Vega Independent School District
400 E. Loop 340
Waco, Texas 76705

1.2 PROJECT – Pending Package of the May 2024 Bond Election for the following projects:

Proposition A – Bond Amount \$76,526,740

- Early College High School + CTE/P-TECH
- Field House Additions & Renovations
- Auditorium Upgrades
- New Classrooms at Primary (4)
- New Classrooms at Elementary (4)
- New Gym at Intermediate
- New Classrooms at Junior High (4)
- New Weight Room at Junior High (Renovation of Existing PEMB)
- District-wide Technology Upgrades
- Building F Parking Lot
- Replace almost half of bus fleet
- Asbestos Remediation
- Resurface Junior High Track

Proposition B – Bond Amount \$4,501,507

- New press box
- Stadium Seating Upgrades

Proposition C – Bond Amount \$11,915,753

- New Multi-Program Activity Center

1.3 ARCHITECT

WRA Architects, Inc.
12377 Merit Drive, Suite 1800
Dallas, Texas 75251

1.4 DESCRIPTION

- A. Owner is requesting proposals for CONSTRUCTION MANAGER-AT-RISK (CMAR) Services. You are invited to submit a proposal on the attached forms.

1.5 ESTIMATED CONSTRUCTION BUDGET

- A. The estimated construction budget estimated to be:
Proposition A - \$61,221,392
Proposition B - \$3,601,206
Proposition C - \$9,532,602

1.6 BASIS OF PROPOSALS

- A. Owner will be utilizing the CMAR (One-Step Process) Procurement Method as authorized by Texas Government Code, Chapter 2269, Subchapter F, (<http://statutes.legis.state.tx.us>).

1.7 SUBMISSION OF PROPOSALS

- A. Sealed proposals will be received by La Vega ISD, 400 E. Loop 340 Waco, Texas 76705, until 10:00 AM local time, February 9, 2024, 2024. Any proposals received after the deadline will be returned to the sender unopened.

1.8 OPENING OF PROPOSALS

- A. Proposals will be opened publicly and read aloud immediately after closing of proposal time.

1.9 PROPOSAL DOCUMENTS

Proposal Documents and related documents may be examined and acquired <https://www.lavegaisd.org/departments/business-office>.

END OF DOCUMENT

REQUEST FOR PROPOSALS

- 1.1 OWNER: LA VEGA INDEPENDENT SCHOOL DISTRICT
- 1.2 PROJECT: CONSTRUCTION MANAGER-AT-RISK (CMAR) SERVICES FOR 2024 BOND PROJECTS
- 1.3 ARCHITECT: WRA Architects, Inc.
12377 Merit Drive, Suite 1800
Dallas, Texas 75251
- 1.4 DESCRIPTION: OWNER WILL RECEIVE SEALED PROPOSALS FOR CMAR SERVICES.
- 1.5 ESTIMATED CONSTRUCTION BUDGET:
- A. The bond is divided into three propositions. The estimated construction costs are:

Proposition A - \$61,221,392
Proposition B - \$3,601,206
Proposition C - \$9,532,602

 - B. Refer to Attachment B – Bond Projects List for Bond Projects.
- 1.6 BASIS OF PROPOSALS: Owner will be utilizing the CMAR (One-Step Process) Procurement Method as authorized by Texas Government Code, Chapter 2269, Subchapter F (<http://statutes.legis.state.tx.us>). The selection criteria used to evaluate each proposer’s proposal will include the following:
- A. (0-5 points) Price-Compensation for Pre-Construction Phase Services.
 - B. (0-15 points) Price-Compensation for Construction Phase Services.
 - C. (0-5 points) Resume of project manager.
 - D. (0-10 points) Resume of proposed job superintendent.
 - E. (0-15 points) Past experience on projects of similar scope, size, complexity and location.
 - F. (0-10 points) Past experience as CMAR.
 - G. (0-10 points) Description and example of your methodology and process to keep and enforce sub-contractors and vendors to maintain the project schedule.
 - H. (0-5 points) List of all litigation or claims made with the proposer and an Owner or Architect, including any projects that the proposer failed to fulfill the terms of the contract with the Owner in the last five years.
 - I. (0-10 points) Any other relevant factor or additional information that you feel is important for the evaluation committee to know and not addressed in Items A thru I above.
 - J. Letter of Intent to issue Performance and Payment Bonds from proposer’s bonding company listing availability of current bonding capacity and amount of work currently under bond.
 - K. Ranking and selection of the CMAR will be based on the scoring and evaluation of the listed selection criteria determined to provide the best value to the Owner.
 - L. Proposals shall be made using the enclosed Proposal Form(s).

1.7 SUBMISSION: SUBMIT PROPOSALS AS FOLLOWS:

- A. General: Prior to the proposal date and time, sealed proposals (prepared according to the Instructions to Proposers) may be sent to, Sharon Shields, Superintendent of Schools, at the address below. Proposals received prior to the time of proposal opening will be securely kept, unopened. Proposals received after the time set for opening will not be considered.
- B. Address to: La Vega Independent School District
Attn: Dr. Sharon Shields, Superintendent of Schools
400 E. Loop 340
Waco, Texas 76705
- C. Proposal Opening Location: La Vega Independent School District
400 E. Loop 340
Waco, Texas 76705
- D. Proposal Date: February 9, 2024
- E. Proposal Time: 10:00 AM, local time

1.8 PROPOSAL DOCUMENTS:

- A. Proposal Documents will be available beginning January 26, 2024.
- B. Proposal Documents may be examined at <https://www.lavegaisd.org/departments/business-office>.

1.9 OPENING OF PROPOSALS:

- A. Proposals will be publicly opened in the identified location immediately after closing of proposal time to identify (1) the names of the Proposer and (2) the Proposer's respective proposed fees or prices.
- B. Other contents of the proposals will be afforded security sufficient to preclude disclosure of contents prior to award or rejection action.

1.10 PROPOSAL EVALUATION:

- A. After opening the Proposals, the Evaluation Committee will evaluate and rank each Proposal with respect to the published Selection Criteria. The Evaluation Committee shall select the offeror that submits the proposal that offers the best value for the Owner based on the published selection criteria and point system. The Owner shall first attempt to negotiate a contract with the selected offeror. Other than the data read at the Proposal opening, the Owner shall not disclose any information derived from the Proposals submitted by competing Proposers in conducting such discussions.
- B. If the Owner is unable to negotiate a satisfactory contract with the selected offeror, the 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.
- C. It is the intent of the Owner to enter into a contract with the selected offeror at the earliest scheduled Board of Trustees Meeting.

- D. Following the Owner's award of a contract or Proposal rejection action, the Proposers will be notified by e-mail message or mail.
- E. The award or rejection action regarding this Proposal is at the sole discretion of the Owner and the Owner makes no warranty regarding this Proposal that a contract will be awarded to any proposer.
- F. If the Contract is awarded, it will be awarded to the proposer offering the best value to the Owner. The Owner is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the Owner, as determined by the Owner.

1.11 PROPOSAL EVALUATION COMMITTEE:

- A. The Evaluation Committee will be comprised of the following people:

Dr. Sharon Shields - LVISD
Todd Gooden – LVISD
James Garrett - LVISD
Mary O'Brien – WRA Architects

- B. All questions concerning the proposal shall be directed to Todd Gooden, Deputy Superintendent. Under no circumstances shall a proposer contact members of the Evaluation Committee concerning this Request for Proposals.

1.12 FORMALITIES:

- A. The Owner reserves the right to reject, in its sole discretion, any or all proposals submitted in response to this RFP, or any part of the proposal and/or waive minor technicalities. Owner's waiver of any deviations in any proposal will not constitute a modification of this RFP and will not preclude Owner from asserting all rights against CMAR for failure to fully comply with all terms and conditions of this RFP. All proposals in response to this RFP become the property of the Owner and may be subject to release to any requester under the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code, and Attorney General Opinions issued under that statute. Owner may re-issue another RFP for the services as described in this RFP or similar services at any time.

1.13 APPLICABLE GOVERNING LAWS AND REGULATIONS

- A. In accordance with the Instructions to Proposers, all Proposers must comply with State and federal labor laws concerning wage rates.

1.14 PERFORMANCE AND PAYMENT BOND:

- A. As a part of this proposal and as described in Section 1.5, each proposer shall provide a Letter of Intent to issue Performance and Payment Bonds from the proposer's bonding company listing availability of current bonding capacity and amount of work currently under bond. The proposer shall establish through this letter the ability to provide the bonds in the amount of the published budget and schedule.
- B. Within ten (10) days after the Guaranteed Maximum Price is established and Exhibit A Guaranteed Maximum Price Amendment to the contract is approved, the successful proposer shall furnish Performance and Payment Bonds to the Owner for 100% of the Guaranteed Maximum Price.

1.15 INSURANCE REQUIREMENTS:

- A. The successful proposer will be required to supply proof of insurance in accordance with the requirements listed in the section entitled "Instructions to Proposers" herein prior to the start of this Project.

1.16 RFP TIMELINE

- A. The following timeline is anticipated.

February 9, 2024, 10:00 AM Proposal responses due.

February 12-14, 2024 Proposals evaluated by Evaluation Committee, ranked to develop short list of up to four Proposers.

February 20, 2024 Evaluation Committee recommendation of highest ranked proposer to Board of Trustees for action.

1.17 CONSTRUCTION SCHEDULE:

- A. Refer to Attachment A - Timeline.

END OF DOCUMENT

INSTRUCTIONS TO PROPOSERS

ARTICLE 1. DEFINITIONS

- 1.1 Proposal Documents include the Proposal Requirements and Contract Information. The Proposal Requirements consist of the Request for Proposal, Instructions to Proposers, Scope of Proposals, the Proposal Form, Procurement Form Supplements and other sample proposal and contract forms. The proposed Contract Information consists of Conditions of the Contract (General and Supplementary), Standard Form of Agreement, Amendments to Standard Form of Agreement, Insurance and Bond Requirements and all Addenda issued prior to execution of the Contract.
- 1.2 Definitions set forth in the General Conditions of the Contract for Construction and its supplements, AIA Document A201-2017, or in other Contract Documents are applicable to the Proposal Documents.
- 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.
- 1.4 A Proposal is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Proposal Documents.
- 1.5 A Proposer is a person or entity who submits a Proposal.

ARTICLE 2. PROPOSER'S REPRESENTATIONS

- 2.1 The Proposer, by making a Proposal, represents that:
 - 2.1.1 The Proposer has read and understands the Proposal Documents and the Proposal is made in accordance therewith.
 - 2.1.2 The Proposer has read and understands the Proposal Documents or Contract Information, to the extent that such documentation relates to the Work for which the Proposal is submitted, for other portions of the Project, if any, being proposed concurrently or presently under construction.
 - 2.1.3 The Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proposer's personal observations with the requirements of the Proposal Documents.
 - 2.1.4 By submitting a proposal, each proposer agrees to waive any claim it has or may have against the Owner, Engineer, Architect and their respective employees and sub-consultants, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents, acceptance or rejection of any proposals and award of a contract.
 - 2.1.5 By submitting a proposal, each proposer agrees to exhaust its administrative remedies under District Policy or the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

ARTICLE 3. PROPOSAL DOCUMENTS

3.1 EVALUATION CRITERIA

3.1.1 Item A. Price – Compensation for Pre-Construction Phase Services: Based upon the responsibilities described in AIA Document A133-2019, including but not limited to the following:

1. Attendance of project meetings by the Project Manager and Estimator to review the design progress.
2. Assistance to the Architect in analysis and selection of major building systems by providing cost evaluations of different methods and materials. An example would be the evaluation and comparison of wall systems such as masonry or metal stud. Another example would be the evaluation and comparison of mechanical systems such as roof top units and four-pipe systems.
3. Assistance to the Architect in review and development of the overall program schedule including sequencing, phasing, construction duration and other factors as required.
4. Development of construction cost budgets for each project from preliminary design documents and discussions with the Architect in order that a scope of work is defined that is within the available funds.
5. Development of an overall program management plan and critical path management of critical design and construction dates for early order of equipment and/or materials.
6. Review all Preliminary, Schematic Design, Design Development and Construction Documents at intermediate and final stages.
7. Advertising and bidding the various portions of work to subcontractors in accordance with the State of Texas Education Code.
8. Preparation of a summary of all competitive bids received and a recommendation for award of each subcontract based upon the CMAR's analysis of the bids and evaluation of the subcontractor's ability and qualifications to perform the work.
9. Development of a Guaranteed Maximum Price proposal, review of the proposal with the Owner and Architect and modification as necessary to reach an agreed upon GMP.

3.1.2 Item B. Price – Compensation for Construction Phase Services: Based upon the responsibilities described in AIA Document A133-2019, including but not limited to the following:

1. CMAR's Fee based upon a fixed percentage of the cost of work. This fee shall not include any direct project related expenses as defined in A133-2019 generally referred to as General Condition Costs. The CMAR's Fee is considered the markup or profit on the cost of work.
2. General Condition Costs based upon the Construction time indicated for each project.
3. The General Condition Costs shall include all labor and material necessary for effectively performing the construction phase services. The Proposer may modify and/or add labor and material as required to accurately provide the costs necessary to complete each project.

3.1.3 Items C through D. Resumes and experience shall include the following:

1. A brief description of each project team member's position and responsibilities for the La Vega ISD 2024 Bond Projects.

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2. Each team member's formal education level.
 3. Each team member's work experience for the Proposer's company as well as other similar companies.
 4. Specific projects the team members have worked on for the Proposer's company as well as other similar companies. Include the project date of commencement and completion, contract amount and references.
 5. Project references with Owner and Architect contact information for each member of the proposed team.
- 3.1.4 Item E. As a minimum, provide the requested information in a uniform format, clearly indicating if project was built by the proposing entity, or a current employee who built the project while working for a different employer.
- 3.1.5 Item F. Describe and list past and current projects being constructed by the proposing entity with a CMAR contract. If a current employee constructed the project while working for a different employer clearly delineate that relationship. Include the following information: Owner, Project Name, Date Completed, Project Duration, Final Cost, GMP amount without any contingencies and Job Superintendent.
- 3.1.6 Item G. Describe your process or method to maintain and enforce project schedules with sub-contractors, vendors and material suppliers. How do you monitor schedules, what do you do when a schedule gets behind, and what do you do to get back on schedule without extending the completion date? Give a real example where a project got behind schedule and how the schedule got caught up.
- 3.1.7 Item H. History of Litigation/Claims
1. List all projects that involved litigation or claims in the last five years made between the Owner and/or the Owner's Architect and the Proposer. Provide a brief description of each instance and the current status.
 2. List all projects that the Proposer failed to fulfill the terms of the contract with the Owner. Provide a brief description of each instance.
- 3.1.8 Item I. Other relevant factors. Any information that has not been requested that the Proposer considers important to the selection process.
- 3.1.9 Item J. Letter of Intent to issue Performance and Payment Bonds from Proposer's bonding company listing availability of current bonding capacity and amount of work currently under bond.
- 3.1.10 Minimum Standards for Responsible Proposers: Proposers are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:
1. have adequate financial resources;
 2. be able to comply with the required or proposed schedules
 3. have a satisfactory record of performance;
 4. have a satisfactory record of integrity and ethics; and
 5. be otherwise qualified and eligible to receive an award.

The Owner may require other information sufficient to determine Proposer's ability to meet these minimum standards listed above

3.1.11 In addition to requirements of the proposal documents, Owner may require additional information to establish responsibility of Proposer. Owner may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Work and substantial data to determine their qualifications and experience. If requested, Proposer must submit all data to the Owner. Owner may also consider and use as part of the evaluation, REQUEST FOR PROPOSALS, the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted in the proposal documents or prior to the award of the contract.

3.1.12 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposer, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the proposal documents to Owner's satisfaction within the prescribed time.

3.1.13 Per § 44.043, of the Texas Education Code, (b) notwithstanding any other provision of this chapter, a school district:

1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
2. Shall ensure that its bid specifications do not deny or diminish the right of a person to work because of the person's membership.

3.2 COPIES

3.2.1 Proposers may obtain complete sets of the Proposal Documents as defined in the Request for Proposals.

3.2.2 Proposers shall use complete sets of Proposal Documents in preparing Proposals; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

3.2.3 In making copies of the Proposal Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant permission for any other use of the Proposal Documents.

3.3 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

3.3.1 The Proposer shall carefully study and compare the Proposal Documents with each other, and with other work being proposed concurrently to the extent that it relates to the Work for which the Proposal is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.3.2 Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request which shall reach the Architect at least three days prior to the date for receipt of Proposals.

1. Only interpretations or clarifications answered by the Architect will be binding.
2. Owner is not responsible for any other explanation or interpretations, which anyone presumes to make.

3.4 ADDENDA

3.4.1 Refer to items below:

1. The Owner reserves the right to issue Addenda at any time prior to the proposal opening. All such Addenda become, upon issuance, an inseparable part of the RFP.
2. Interpretations, corrections, approvals and changes of the Proposal Documents will be made by Addendum.
3. All formal written Addenda become a part of the Proposal Documents.
4. Interoperations, corrections and changes of the Proposal Documents made in another manner will not be binding, and Proposers shall not rely upon them.
5. Addenda can only be issued by the Architect.
6. Addenda will be delivered to all that request an RFP packet from the Architect.
7. Proposers shall acknowledge receipt of all Addenda on the Proposal Form.
8. Failure to receive such Addenda does not relieve Proposer from any obligation under his proposal as submitted.

3.5 CONDITIONS OF PROPOSAL

3.5.1 ETHICS: The Proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Owner.

3.5.2 CONFLICT OF INTEREST: No public official shall have a personal interest in this proposal or any resulting contract in accordance with Texas Local Government Code Title 5, Subtitle C, Chapter 171.

Notice to Proposers: Conflict of Interest Questionnaire required by Chapter 176 of the Texas Local Government Code; refer to Procurement Form Supplements Section herein.

3.5.3 **INDEMNIFICATION: SUCCESSFUL PROPOSER SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS OWNER AND ARCHITECT AND ALL ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ARISING OUT OF THE AWARD OF THE CONTRACT OR ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL PROPOSER, OR OF ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM PROPOSAL SHALL PAY ANY JUDGMENT AND COSTS WHICH MAY BE OBTAINED AGAINST OWNER AND ARCHITECT GROWING OUT OF SUCH INJURY OR DAMAGES;** provided and except however, that this indemnification provision shall not be construed as requiring CMAR to indemnify or hold harmless a registered architect, a licensed engineer or agent, servant, or employee of a registered architect or licensed engineer, from liability for personal injury, death, property injury, or any expense that arises from personal injury, death or property damage, that is caused by or results from (1) defects in plans, designs or specifications prepared, approved or used by the architect or engineer; or (2) negligence of the architect or engineer in the rendition or conduct of professional duties called for arising out of the construction contract and the plans, designs or specifications that are a part of the construction contract.

3.5.4 COMPLIANCE: Proposer and proposal shall comply with all Federal, State, County and local laws. Proposer shall not hire nor work any illegal alien.

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- 3.5.5 WAIVER OF CLAIMS: By tendering a proposal in response to this Request for Proposal, the Proposer acknowledges that it has read and fully understands the requirements for submitting a proposal, and the process used by the Owner for selecting a CMAR. Further, by submitting a proposal, REQUEST FOR PROPOSAL instructions, the Proposer fully, voluntarily and understandingly waives and released any and all claims against Owner, Architect or any of their trustees, officers, agents and/or employees that could arise out of the administration, evaluation, recommendation or selection of any proposal submitted in response to this Request for Proposal.
- 3.5.6 Unless a prevailing wage schedule is otherwise attached hereto, the Board of Trustees for the purpose of complying with Section 2258, Subchapter B of the Texas Government Code for all public contracts, has adopted the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as the published rates for the owner. These rates are listed on the following website: www.access.gpo.gov/davisbacon.tx.html.
- 3.5.7 Upon selection and award of a Contract, the CMAR shall conduct a wage rate survey by the means and methods prescribed by law for the purpose of complying with Section 2258, Subchapter B of the Texas Government Code for use in all of its and its subcontractor work subsequent to the submittal of this RFP response. The wage rate survey shall be submitted to the Board of Trustees for their approval. It is the responsibility of the CMAR to ensure that it and other contractors pay the appropriate rate or higher on the Project or be subject to penalty as set forth in section 2258.023 of the Texas General Government Code.
- 3.5.8 It is in the intention of the Owner to award the work within sixty (60) days from receipt of proposals. However, the Owner may reject all proposals and abandon the Project if determination is made that the Project would not be in the best interest of the Owner.
- 3.5.9 The Owner is qualified for exemption from State and Local Sales Tax pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Applicable State Sales Taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

3.6 CONFIDENTIAL DATA

- 3.6.1 Any data that is to be considered as confidential in nature must be clearly marked as such by Proposer and will be treated as confidential by Owner to the extent allowable by the Open Records Act.

ARTICLE 4. PROPOSAL PROCEDURES

4.1 FORM AND STYLE OF PROPOSALS

- 4.1.1 Proposals shall be bound, include a table of contents, information located behind tabs and the requested information shall be organized and numbered (lettered) in the exact order as the selection criteria as listed in paragraph titled BASIS OF PROPOSALS in the DOCUMENT titled REQUEST FOR PROPOSALS.**
- 4.1.2 Proposals shall be submitted on the proposal form included with the Proposal Documents.
- 4.1.3 All blanks on the proposal form shall be filled in by typewriter or manually, in ink.
- 4.1.4 Where so indicated by the makeup of the proposal form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

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- 4.1.5 Interlineations, alterations and erasures must be initialed by the signer of the Proposal.
 - 4.1.6 Proposer shall make no stipulations on the proposal form nor qualify the Proposal in any manner.
 - 4.1.7 A Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Proposer.

4.2 SUBMISSION OF PROPOSALS

- 4.2.1 All copies of the Proposal and other documents required to be submitted with the Proposal shall be enclosed in a sealed opaque envelope or box. The envelope or box shall be addressed as indicated in the Request for Proposals and shall be identified with the Project name, the Proposal Number, the Proposer's name and address and the Work for which the Proposal is submitted. If the Proposal is sent by mail, the sealed envelope or box shall be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- 4.2.2 Proposals shall be deposited at the designated location prior to the time and date for receipt of Proposals. Proposals received after the time and date for receipt of Proposals will be returned unopened.
- 4.2.3 The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.
- 4.2.4 Oral, telephonic or telegraphic Proposals are invalid and will not receive consideration.
- 4.2.5 The Proposer shall be responsible for all costs associated with the Proposal Document. The Owner and Architect shall not incur any costs associated with the production and printing of the Proposal Document and Post Proposal information.
- 4.2.6 The proposer shall submit 3 hard copies and a PDF file on a USB drive of Proposal Documents which will be sealed in an opaque envelope or box.

4.3 MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 4.3.1 Proposal may be withdrawn or revised prior to scheduled time for opening, under following terms:
 - 1. Proposer may, without prejudice to himself, withdraw Proposal after it has been deposited, provided request for such withdrawal is received in writing before time set for opening.
 - 2. Any interlineation, alteration, or erasure made before receiving time must be initialed and dated by the signer of the Proposal, guaranteeing authenticity.
- 4.3.2 A Proposal may not be modified, withdrawn or canceled by the Proposer during the stipulated time period following the time and date designated for the receipt of Proposals, and each Proposer so agrees in submitting a Proposal.
- 4.3.3 Withdrawn Proposals may be resubmitted up to the date and time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

ARTICLE 5. CONSIDERATION OF PROPOSALS

5.1 OPENING OF PROPOSALS

- 5.1.1 As stated in the Request for Proposals, the properly identified Proposals received on time will be opened publicly and the amount will be read aloud. An abstract of the Proposals will be made available to Proposers.

5.2 INTERVIEWS

- 5.2.1 Proposals will be taken and reviewed after the identified deadline. It is anticipated that a short list of up to four CMARs may be interviewed, but the Owner reserves the right to forgo interviews and base the selection strictly on the proposals submitted, or to eliminate any Proposer(s) from the selection as late as the day prior to any potential interview if the Owner determines the proposal is insufficiently responsive to merit further consideration.
- 5.2.2 Interviews, if conducted, will be by the Evaluation Committee. Those proposers selected for an interview, if any, shall have reasonable notice of the date and time of such a meeting. It is anticipated any interview will be no more than 30 minutes with 20 minutes for each Proposer's presentation and remaining time for questions and discussion. As to the Project Team, it is recommended that the CMAR Principal, Project Manager and Superintendent be in attendance. The chemistry and comfort of the team is vital to the selection. The CMAR's focus on the interview should be specific to this project and the Owner's concerns.

5.3 REJECTION OF PROPOSALS

- 5.3.1 The Owner shall have the right to reject any, or all Proposals, or reject a Proposal which is in any way incomplete or irregular.
- 5.3.2 Non-Responsive Proposal: Proposal is considered NON-RESPONSIVE and may be rejected for following reasons unless otherwise provided by law:
1. If there are unauthorized additions, conditional Proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous.
 2. If Proposer adds any provisions reserving right accept or reject any award, or to enter into Contract pursuant to an award.
- 5.3.3 Unbalanced Proposal – if the best Proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as nonresponsive and will not be considered for award. The Owner reserved the right to reevaluate and determine the next qualified Proposal for consideration of award.

5.4 ACCEPTANCE OF PROPOSAL (AWARD)

- 5.4.1 Owner anticipates selection within sixty (60) days after proposal opening, with contract negotiations to begin immediately thereafter.
- 5.4.2 As provided in this RFP, under state regulations and Owner policy, discussions may be conducted with responsible Proposers who submit Proposals determined to be reasonably susceptible to be selected for award

for the purpose of clarification to assure full understanding of any responsiveness to this RFP's requirements. Proposal shall be accorded fair treatment with respect to any opportunity for discussion, and such revisions may be permitted after submission and before award for the purpose of obtaining best and final proposals. In conducting these discussion, there shall be no disclosure of any information derived from Proposal submitted by competing Proposers.

- 5.4.3 If the Contract is to be awarded, it will be awarded to the best qualified Proposer whose evaluation, by Owner, indicates to be in the best interests of the Owner.
- 5.4.4 It is in the intent of the Owner to award a Contract to the lowest responsible Proposer offering the best value to the Owner, provided the Proposal has been submitted in accordance with the requirements of the Proposal Documents. The Owner shall have the right to waive informalities or irregularities in a Proposal received and to accept the Proposal which, in the Owner's judgement, is in the Owner's best interest.
- 5.4.5 Each Proposer agrees to waive any claim it has or may have against the Owner, Architect/Engineer and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal.

ARTICLE 6. POST-PROPOSAL INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Proposers to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement.

ARTICLE 7. PERFORMANCE AND PAYMENT BONDS

7.1 BOND REQUIREMENTS

- 7.1.1 As part of this proposal and as described in the Request for Proposals Section herein, Paragraph 6, 1.5, each Proposer shall provide a Letter of Intent to issue Performance and Payment Bonds from the Proposer's bonding company listing availability of current bonding capacity and amount of work currently under bond. The Proposer shall establish through this letter the ability to provide the bond in the amount of the published budget and schedule.
- 7.1.2 Within ten (10) days after the Guaranteed Maximum Price is established and Amendment No. 1 to the contract is approved, the successful Proposer shall furnish performance and payment bonds to the Owner for 100% of the Guaranteed Maximum Price. Both the performance and payment bonds shall be written by a Company listed on the current United States Department of Treasury list of approved sureties and under-writers.
- 7.1.3 All bonds comply with the requirements of Texas Insurance Code section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

ARTICLE 8. INSURANCE REQUIREMENTS

-
- 8.1 The successful Proposer will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Owner requires that the CMAR's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. The Owner reserves the right to require higher limits of coverage depending on the size, scope and nature of the contact. Owner must be named as an additional insured and must be provided a waiver of subrogation on all policies.

TYPES OF INSURANCE COVERAGE LIMITS OF LIABILITY

1.	Workers Compensation	Statutory
2.	Employer's Liability	\$1,000,000 each accident \$1,000,000 disease each employee
3.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
	Products – completed operations	\$2,000,000 aggregate
	Personal and advertising injury	\$1,000,000 per occurrence
	Medical payments	\$10,000
4.	Business Automobile Liability	\$1,000,000 combined single limit
5.	Contractual Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
6.	Umbrella/Excess Liability	\$10,000,000 minimum amount
7.	Builder's Risk	Amount of Contract Sum (Property damage deductible not to exceed \$10,000 per occurrence)

ARTICLE 9. CONSTRUCTION MANAGER-AT-RISK RESPONSIBILITIES

9.1 PRE-CONSTRUCTION SERVICES

9.1.1 Pre-Construction Services are to be separated from the Construction Services Fee. Services may include scheduling, budgeting and cost estimating as follows:

1. Estimates of probable construction cost based on concept drawings, Schematic Design, Design Development and 90% complete Construction Documents. Provide an itemization of the estimates based upon the proposed packages to facilitate evaluation in reference to the Guaranteed Maximum Price.
2. A project schedule identifying critical path and long lead items.
3. Conducting and preparing a wage rate survey for presentation to the Board of Trustees for adoption.
4. Provide substantially detailed estimates as an evaluative tool in the selection of design alternatives.
5. Provide cost saving analysis for system and configurations. Evaluate quality, initial cost, maintenance and appropriateness.
6. Develop, monitor and maintain a project schedule for bidding and construction.
7. Assess the availability of all building components in regard to the project schedule.
8. Coordinate the bidding and issue of pre-purchase orders for long lead items, if required.
9. Make recommendations and provide references for manufacturers, supplies, and other subcontracts considered during design.
10. Review the Construction Documents during development and report to the Architect on constructability and

coordination of the information presented. The CMAR is not responsible for the Architect's quality control but is to identify areas in the documents requiring additional information or clarification.

11. Attend design meetings with the Architect, Architect's consultants and Owner when requested.

9.2 CONSTRUCTION SERVICES

9.2.1 The CMAR shall be responsible for all general construction services for the Project. Basic construction phase services shall include all permitting, cost estimating, scheduling, administration and on-site management required for the successful construction of the project, Construction phase services are more specifically defined in the contract documents, which shall be made available upon request.

9.2.2 Criminal History Background Checks: The CMAR will be required to conduct criminal history background checks on all of its employees who will be performing duties on school property where students are regularly present subject to Texas Education Code, Chapter 22. Employees of the CMAR who have been convicted of a felony or of a misdemeanor of moral turpitude shall not work on school property where students are regularly present.

END OF DOCUMENT

SCOPE OF PROPOSALS

1.1 SCOPE OF WORK

- A. The proposed project scope includes the following:
- B. Refer to Attachment B – Bond Projects List

1.2 PHASING

- A. Refer to Attachment A – TIMELINE – La Vega ISD – 2024 Bond Projects.

END OF DOCUMENT

PROPOSAL FORM

Date: _____, 2024

Sharon Shields, Superintendent
La Vega Independent School District
400 E. Loop 340
Waco, Texas 76705

Dear Dr. Shields:

The undersigned, having carefully examined the Request for Proposal and related documents entitled:

LA VEGA INDEPENDENT SCHOOL DISTRICT
CONSTRUCTION MANAGER-AT-RISK (CMAR) SERVICES FOR 2024 BOND PROJECTS.

having made an on-site inspection of the premises and all other conditions affecting the cost and/or execution of the work, proposes to provide Pre-Construction Phase Services, Construction Phase Services and General Condition costs, both as defined by this RFP and the Agreement, AIA Document A133-2019 and its Amendments (if any), of which this proposal is a part, for the following prices and within the stated amount of time.

A. PRE-CONSTRUCTION PHASE SERVICES:

Lump Sum: _____ Dollars (\$ _____)

B. CONSTRUCTION PHASE SERVICES:

Percent: _____ Percent (_____ %)

C. GENERAL CONDITIONS (Based on duration of Project. Complete applicable information. If not applicable, note N/A):

LABOR			COST	
	Project Manager (on site):			\$
	Assistant Project Manager (on site):			\$
	Project Manager (off site):			\$
	Superintendent:			\$
	Assistant Superintendent:			\$
	Clerical Support:			\$
	Project Field Engineer:			\$
	Admin. Assistant:			\$
	General Superintendent:			\$
	Project Executive:			\$
	Project Scheduler:			\$
	Estimator:			\$
	Safety Officer:			\$
	Clerk of the Works:			\$
	Surveyor:			\$
	Other:			\$
	Other:			\$

	SUBTOTAL LABOR			\$
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*Indicate in weeks (40 hrs/week) the total amount of hours the identified personnel will be involved in the project throughout the project duration.

MATERIALS		COST	
	Field Engineering Equip:		\$
	Field Project Office:		\$
	Temp. Fire Extinguishers & Safety Equip.		\$
	Office Furniture:		\$
	Office Supplies		\$
	Postage/Fed Ex/Courier		\$
	Misc. Document Printing/Reproduction:		\$
	Copy Machine, Toner and Paper:		\$
	Computers/Printers/Networks/Software:		\$
	Telephone, Cell Phone, Internet & Fax Services:		\$
	Janitorial Services:		\$
	Misc. Small Tools & Consumables:		\$
	Equipment Rentals:		\$
	Temporary Site Fencing:		\$
	Project Signage:		\$
	All Risk Builders Risk Ins.:		\$
	CGL Insurance:		\$
	All Other Ins. In addition to CGL:		\$
	Contractor's Performance/Payment Bonds		\$

	Building Permit Fees:		\$
	Construction Equip. Freight & Ins.		\$
	Independent Testing & Inspection by Owner		\$
	Construction Cleanup:		\$
	Final Cleanup:		\$
	Dumpster Rental/Dump Fee; Size (CY)		\$
	Special Testing Equip. Rentals:		\$
	Final Project Cost Certification:		\$

MATERIALS		COST	
	Equipment Gas/Oil:		\$
	Security:		\$
	Lifting/Hoisting Equipment:		\$
	Temporary Toilets:		\$
	Temporary Storage Trailer/Container:		\$
	Ice and Water:		\$
	Vehicle Use, Mileage/Operation/Fuel:		\$
	Temporary Water and Power Utilities by Owner		\$
	Taxes:		\$
	SWPPP/Erosion Control Measures		\$
	Lodging/Relocation Expenses:		\$
	Project Related Meals/Meetings:		\$
	Project Related Travel Expenses:		\$
	Other (specify)		\$
	Other (specify)		\$
	SUBTOTAL MATERIALS		\$

TOTAL GENERAL CONDITIONS	\$
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All of the Labor and the Materials costs listed above that are part of the GENERAL CONDITIONS and will be used to compute the Guaranteed Maximum Price (GMP). The Owner will pay the actual cost of the GENERAL CONDITIONS as delineated in AIA Document A133 2019, **however, the GENERAL CONDITIONS costs listed above will be a “not to exceed” amount.**

(Note: If there is no cost or the item is not applicable, put “N/A” in the cost column.)

D. PROJECT STAFFING

Provide a short narrative that describes how the project will be staffed, both in the field office and home office, with the staff indicated in the General Conditions above. Provide percentages of time that each staff person will devote to the project and how their time commitment may vary over the duration of the project (this can be done via an attachment to the Proposal Form).

Calendar Days indicated in the Timeline attached is the time allowed to complete the project from Notice to Proceed to Substantial Completion, taking into account the normal weather occurrences as described in Weather Table Document herein.

The undersigned acknowledges receipt of addenda to the Proposal Documents as follows:

#	Date	#	Date
_____	_____	_____	_____
#	Date	#	Date
_____	_____	_____	_____

(The Proposer is to fill in Addenda Number and date of each, thereby acknowledging receipt of Addenda.)

The following documents included in Procurement Form Supplements are attached to and made a condition of the Proposal:

The following attachments are included as part of this proposal:

- Attachment A – Felony Conviction Notification
- Attachment B – Resident Bidder Certification
- Attachment C – Conflict of Interest Questionnaire
- Attachment D – Terms and Conditions Certification
- Attachment E – Non-Collusion Affidavit

Each Proposer agrees in submitting its proposal that no modifications, withdrawals or cancellations may be made by the Proposer during the sixty (60) days following the time and date designated for receipt of Proposals.

If awarded the contract, the undersigned agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed and complete the work within the time specified in accordance with the Agreement and Amendments listed below.

If notified of the acceptance of this proposal within sixty (60) days of the time set for the opening of Proposals, Proposer agrees within ten (10) days of notification, to execute a contract in the form of the AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager and Amendments to the Standard Form of Agreement between Owner and Construction Manager, for the above work, for the agreed upon compensation.

With ten (10) days after the Guaranteed Maximum Price is established and an Amendment to the Contract is executed, Proposer shall furnish a PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND, in the amount of 100% of the Contract Sum and provide proof of insurance, all of which shall meet requirements specified in Insurance and Bond Requirements.

IMPORTANT NOTICE:

If Proposer is a Corporation, set forth the legal name of the Corporation, State of Incorporation together with

the signature of the officer or officers authorized to sign contracts on behalf of the corporation.

If Proposer is a Partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contractors on behalf of the partnership.

The undersigned affirms that they are 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.

Respectfully Submitted,

By: _____

Title: _____

Business Address with Zip Code

(SEAL: If Proposal is by Corporation)

Telephone Number _____ Email: _____

Fill in the applicable information:

A Corporation, chartered in the State of _____.

Authorized to do business in the State of Texas.

A Partnership, composed of _____, and
_____ and _____
_____.

An Individual operating under the name of _____
_____.

END PROPOSAL FORM

PROCUREMENT FORM SUPPLEMENTS

To: Dr. Sharon Shields, Superintendent of Schools, La Vega ISD 2024 Bond Projects.

Date: _____

Submitted by: _____ (full name)

(full address) _____

In accordance with the Instructions to Proposers and Proposal Form documents herein, we include the following Attachments listed below. The information provided shall be considered an integral part of the Proposal Form.

The following Attachments are attached to this document:

Attachment A – Felony Conviction Notification

Attachment B – Resident Bidder Certification

Attachment C – Conflict of Interest Questionnaire

Attachment D – Terms and Conditions Certification

Attachment E – Non-Collusion Affidavit

PROPOSAL FORM SUPPLEMENTS SIGNATURES

The Corporate Seal of

Proposer - print the full name of your firm) was hereunto affixed in the presence of:

(Authorized signing officer Title) (Seal)

(Authorized signing officer Title) (Seal)

END OF DOCUMENT

ATTACHMENT A

FELONY CONVICTION NOTIFICATION

In order for the proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

State of Texas Statutes Education Code, Section 44.034, Notification of Criminal History of Contractor, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district 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 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 PLEASE COMPLETE THE INFORMATION BELOW

I, undersigned agent for the firm named below, certify that the information concerning notification of felony conviction 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):

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

B. My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company Official: _____

C. My firm 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: _____

**ATTACHMENT B
RESIDENT BIDDER CERTIFICATION**

Chapter 2252 of the Texas Government Code relates to Resident versus Nonresidents and the requirements governmental entities must follow when awarding contracts to Nonresidents.

"Resident" 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.

"Nonresident" refers to a person who is not a resident of the State of Texas.

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

"A governmental entity may not award a governmental contract to a nonresident unless the nonresident under the lowest submitted by a responsible resident by an amount that is not less than the amount by which a resident would be required to under the nonresident to obtain a comparable contract in the state in which the nonresident's principal place of business is located." Texas Government Code § 2252.002.

Please complete the appropriate statement below:

- A. I certify that _____ is a Resident of Texas as
(Company Name)
defined in Chapter 2252.
- B. I certify that _____ is a
(Company Name)

Nonresident of Texas as defined in Chapter 2252. Our principal place of business is:

Signature: _____

Printed Name: _____ Date: _____

If you qualify as a "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

City: _____ State: _____ Zip: _____

Company Name: _____ Address: _____

(A) Does your "residence state" require bidders whose principal place of business is in Texas to underbid bidders whose residence state is in the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located. YES _____ NO _____

(B) What is the amount or percentage? _____%

I certify that the above information is correct.

Typed Name/Position

Company Name

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>	
1	<p>Name of vendor who has a business relationship with local governmental entity.</p>	
2	<p><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.)</p>	
3	<p>Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
4	<p>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.</p> <p align="center">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 align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p align="center">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 align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
5	<p>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.</p>	
6	<p><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).</p>	
7	<p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>	

ATTACHMENT D

TERMS AND CONDITIONS CERTIFICATION

Issuance of this RFP does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this request.

The District reserves the right to waive any formality and to reject any or all proposals.

By submitting a response to this RFP, each Proposer agrees to waive any and all claims it has or may have against the District and its trustees, employees and officers, including, but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.

By submitting a Proposal, each Proposer warrants that it has reviewed the enclosed modified AIA Documents A133-2019 and A201-2017 contract forms and agrees that it finds the terms acceptable and will execute a completed version of said forms as the contract for the Project, subject to the District final approval.

By submitting a Proposal, it is agreed that your proposal shall be valid and not withdrawn for a period of sixty (60) days from the date of opening.

By my signature below, I warrant that I am authorized to sign on behalf of my organization, and that I have read, understand, and agree with all the terms of this Request for Proposals.

Name of Proposer

Date

Signature

ATTACHMENT E

**LA VEGA INDEPENDENT SCHOOL DISTRICT
NON-COLLUSION AFFIDAVIT**

STATE OF TEXAS

COUNTY OF _____

_____, of lawful age, being duly sworn, on oath says, that (s)he is the agent authorized by the Proposer to submit the attached Proposal. Affiant further states that the Proposer has not been a party to any collusion among proposal/proposers in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing; or with any District employee, Board Trustee, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said proposers and any District employee, Board Trustee, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

Signature

Title of Affiant

Subscribed and sworn to before me this _____ day of _____ 2023.

Notary Public

State of _____

My Commission Expires: _____

AGREEMENT FORM CONSTRUCTION MANAGER-AT-RISK

PART 1 - GENERAL

1.1 APPLICABLE DOCUMENT

- A. The Agreement for the Work will be as indicated below and that follows this Section.
1. AIA A133-2019, Standard form of Agreement Between Owner and Construction Manager as Constructor where Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended; A133-2019, Exhibit A, Guaranteed Maximum Price Amendment as amended; Exhibit B, Insurance and Bonds as amended is part of this Request for Proposal and is bound herein.
 2. A201-2017, General Conditions of the Contract for Construction, as amended is part of this Request for Proposal and is bound herein.
 3. Amendments to the Standard Form of Agreement between owner and Construction Manager as Constructor where Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Guaranteed Price Amendment and Exhibit B, Insurance and Bonds, AIA Document A133-2019, is part of this Request for Proposal and is bound herein.
 4. Amendments to the General Conditions of the Contract for Construction, AIA Document A201-2017, is part of this Request for Proposal and is bound herein.
 5. Exhibit - Public Complaints, GF (LOCAL), is part of this Request for Proposal and is bound herein.
 6. Exhibit - Facility Standards, CS (LEGAL), is part of this Request for Proposal and is bound herein.

END OF SECTION

WEATHER TABLE

The number of calendar days indicated on the Proposal (Proposal), is the contract time allowed to complete the project from Notice to Proceed to Substantial Completion, taking into account the normal weather occurrence as shown in the Table below. Weather occurrences exceeding those listed in the table will be taken into consideration when evaluating a request for extension in contract time.