

TOMBALL INDEPENDENT SCHOOL DISTRICT

RFP #977-24 – SECURITY FENCING

Issued: May 28, 2024

ONE-STEP REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AT-RISK SERVICES FOR SECURITY FENCING ON MULTIPLE CAMPUSES

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I. INTRODUCTION

- A. Pursuant to the provisions of the Texas Government Code § 2269, Subchapter F, it is the intent of the Tomball Independent School District (TISD) to solicit proposals from qualified vendors to provide Construction services in the One-Step process as described herein.
- B. Project Team: The selected Respondent will join a Project Team which will include Owner Administration, Program Manager and Architect/Engineer, all of whom will be engaged in a cooperative effort to provide the Owner with successful and cost-effective solutions for **MULTIPLE CAMPUS SECURITY FENCING**. The selected Respondent will assist the Owner, its Architect and Program Manager with pre-construction services and to construct the project thereafter as a Construction Manager-At-Risk.
- C. Project Information: The Owner plans to construct security fencing for the following campuses. Security fencing shall comply with the latest TEA compliance requirements for fencing and as identified in this RFP, whichever is more stringent of the two.
- D. Type fencing will include vinyl coated chain link and decorative steel fencing. Gates are included in the scope and will include man gates, maintenance gates, rolling gates and swing gates as defined in the included documents. The exact scope of which will be further defined during the design process in conjunction with the CMaR input and recommendations during the pre-construction period.
- E. Refer to Exhibit B for specific campus identification.
- F. **The substantial completion date is March 28, 2025.**
- G. **The Owner's estimated Budget for the Cost of the Work \$3,000,000.00.**
- H. Owner's Consultants

ARCHITECT:

MWA Architects, Inc.
11767 Katy Freeway, Ste 430
Houston, Texas 77079
713.482.2338

PROGRAM MANAGER: (Owner's Representative)

Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Drive
Suite 400
Houston, Texas 77042
832.570.7078

I. Intent

It is the Owner's intent to award services for Construction Manager-At-Risk (CMaR) early in the design process. The term Project means and is inclusive of all campuses identified. A campus may be added or removed depending on need as determined by the district at any time during the process. Any qualified entity may submit on this project but will act as the CMaR and is expected to provide full participation, management, supervision of construction, estimating and all related duties beyond design. A single agreement shall be utilized to define performance and constraints for the Project. As these are active campuses during a normal school year, it is possible that the Project may require a phased delivery process, with some possible early release packages, such as site clearing work, minor paving

such as landings or repair of existing pavement due to project construction and any utilities such as power as well as technology pathways, gate hardware where crash bars and locks are identified during the design phase.

J. Construction Manager At-Risk Services. The matrix below lists the anticipated role and responsibilities of team members.

- i) Construction Manager at Risk (CMaR)
- ii) Architect
- iii) Owner/Manager
- iv) Campus Principal
- v) Program Manager of required (LAN)
- vi) TISD Facilities
- vii) TISD Technology

#	Title	Responsible	Accountable	Consult	Inform
01	Pre-Con Svcs	Architect	CMaR	Owner/Mgr	TISD-Tec/Fac
02	Design	Architect	Owner/Mgr	CMaR	TISD-Tec/Fac
03	Estimating	CMaR	Architect	Owner/Mgr	N/A
04	Constructability	CMaR	Architect	Owner/Mgr	N/A
05	Final Design Appr'vl	Owner/Mgr	Architect	CMaR	Campus Pri.
06	Construction	CMaR	Architect	Owner/Mgr	Campus Pri.
07	Technology Pathway	CMaR	Architect	TISD Tech	Campus Pri.
08	Power/Electric Svc	CMaR	Architect	Owner/Mgr	Campus Pri.
09	Clean up	CMaR	Architect	Owner/Mgr	Campus Pri.
10	Campus Schedule	CMaR	Architect	Owner/Mgr	Campus Pri.

Pre-Construction Services include:

K. Participation in meetings with the Architect and Owner to define final scope and design requirements to establish actual layouts, constructability and make recommendations to control budget pricing and scope.

L. Constructability Reviews of Design and Drawings for Coordination

M. Field Verify completeness of Drawing and Specification requirements by campus.

N. Review of preferred materials for availability and make recommendations as needed.

O. Participate in meetings and recommend any needed Phasing and Construction efficiencies.

P. Cost estimating during Phases of Design

Q. Assist in Development of Schedules

R. Monitor Regulatory Approvals where permitting is required.

S. Recommend possible Cost Savings

T. Develop and Submit a Guaranteed Maximum Price per campus for the Project.

U. Construct the Project

V. Purchase Order Terms and Conditions are provided as a part of the Vendor Package.

As part of your submission, please attach a copy of your proposed agreement. If unavailable, we will provide what we are typically using. In either case, these terms and conditions must be met and by your submission are assumed to be accepted.

W. The CMaR shall be responsible for:

X. Ensuring work is completed as scheduled and promised,

Y. Notify the Owner of potential delays and provide justification to support those delays, provide additional labor or work hours to make up time as may be required. All projects with areas requiring an agency approval shall set the schedule to allow those approvals in sufficient time to maintain school opening if it would be impacted.

II. RFP ADVERTISEMENT, AVAILABILITY, DELIVERY AND SUBMISSION

A. Proposal/Contract Documents, including Drawings, Technical Specifications, and Addenda are available for download from <https://www.tomballisd.net/about-tisd/departments/finance/purchasing/bids-and-proposals>.

B. Section III PROBABLE SCHEDULE OF EVENTS outlines all times, dates, and locations of events relating to a submission for this RFP.

C. Please be sure to read the whole RFP in its entirety to prevent any oversight. Failure to respond on time or submit incorrectly may be construed as nonresponsive by the Owner.

D. There are (2) separate REQUIRED responses. Refer to Section III PROBABLE SCHEDULE OF EVENTS for dates and times.

Questions regarding the RFP are due via email.

Proposals due in a sealed envelope at the address listed below.

E. All responses (Items 3 & 4 above), must be provided in a sealed envelope/package labeled as follows:

(Proposal Label)

PROPOSAL FOR
RFP #977-24 – SECURITY FENCING
Attention: ZACHERY BOLES, CFO
310 S. CHERRY STREET
TOMBALL, TEXAS

F. Questions concerning this RFP process and administration including the Probable Schedule of Events and Agreements, shall be directed to the Owner's Program Manager, in writing, to the email address below.

G. Questions concerning the Contract Documents and Specifications if provided shall be addressed to the Architect, in writing, to the email address below.

H. Verbal questions and explanations if any, are not permitted other than as described by this section.

I. Answers to questions will be issued in an Addendum issued by the Program Manager and will include responses from the Architect/Engineer and will be posted on Owner's Website. The Owner's Website shall be the only official location of plans, specifications, and addenda. It is your responsibility to verify if there is an addendum issued.

Program Manager

Lockwood, Andrews & Newnam, Inc.

(Local Office) 1110 Baker Dr.

Tomball, Texas 77375

Robert Wilbanks, AIA – Program Manager

rwwilbanks@lan-inc.com

832.570.7078

Architect

MWA Architects, Inc.
11767 Katy Freeway, Ste 430
Houston, Texas 77079
713.482.2338
Noe Almaguer – Architect
nalmaguer@mwaarch.com

III. PROBABLE SCHEDULE OF EVENTS

	<u>Date</u>	<u>Time</u>	<u>Event</u>
A.	May 24, 2024 May 31, 2024 May 28, 2024	N/A N/A N/A.	1st Advertisement Posted for this CSP. 2nd Advertisement Posted for this CSP. RFP Posted on TISD Website
B.	June 4, 2024	1:00 P.M.	Pre-Proposal Conference 1110 Baker Drive Tomball, Texas 77375 Site Visit may follow this conference
C.	June 6, 2024	12:00 P.M.	Deadline for questions
D.	June 7, 2024	12:00 P.M.	Final Addendum Posted
E.	June 11, 2024	1:30 P.M.	Part 1 Base Bid Attn: Mr. Zachery Boles, CFO 1110 Baker Drive Tomball, Texas 77375
F.	June 11, 2024	1:35 P.M.	Public Opening of Bids Same location where bids were submitted
G.	June 11, 2024	N/A	Final Evaluations Complete – Recommendation to the BOT is written.
H.	June 18, 2024	5:30 P.M.	Regular BOT meeting – Presented for Approval
I.	June 19, 2024	12:00 P.M.	Final Contract Agreement sent to Successful Bidder for Execution.
J.	June 24, 2024	12:00 P.M.	Anticipated Notice to Proceed. P.O. to be issued upon receipt of bonds and insurance.
K.	March 28, 2025	11:59 P.M.	Substantial Completion Deadline

**Note-all times are Central Standard Time

A. Any Proposal received after the scheduled due date will not be considered and will be returned unopened. Unsigned Proposals and/or Proposals received via Facsimile or Email will not be considered. Pursuant to the provisions of the Texas Government Code §2269.253, the Owner's staff will publicly open and read aloud the names of the respondents and monetary offer stated in the Proposals. Within Forty-five (45) days following the date of the opening, the proposals will be evaluated and ranked in relation to the selection criteria set forth herein. Award will be made utilizing the Evaluation Criteria as required by Texas Government Code §2269.254 and as stated herein. Respondents must provide all requested information; and failure to comply with any portion of the solicitation will be reflected in the evaluation process. Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of the Owner, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

IV. SUBMISSION FORMAT & CONTENT REQUIREMENTS

- A. The contents of the Respondent Proposal must be complete in and should include answers to all requested information.
- B. The Proposal 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 or three ring binding.
- C. If the proposer is selected there is an additional vendor package which is required to be filled out and accepted prior to final engagement. The vendor package documents are included in this RFP for review. If notified of the intent to contract, the vendor shall provide the fully completed vendor package and return within 48 hours from the notice.
- D. Please submit:

- a) One (1) original containing an executed version of the following.
 - (1) Letter of Interest
 - (2) Company History
 - (a) Legal Company Name
 - (b) Address (Physical and Mailing if different)
 - (c) Primary Contact regarding questions to this RFP
 - (i) Name/Email/Phone
 - (d) Years in business under current name constructing fencing.
 - (i) Company resume highlighting representative projects.
 - (3) Primary Contact of person who will be the Project Manager
 - (i) Name/Email/Phone
 - (ii) Years experience managing construction of fencing.
 - (iii) Current Resume highlighting representative projects.
 - (4) Minimum of (5) reference letters and current contact information from previous and recent clients.
 - (5) Optional Information the Proposer wishes to highlight.
 - (6) EXHIBIT A – BID FORM (SUBMIT)
 - (7) EXHIBIT B – VENDOR ROOF OF INSURANCE (YOUR INSURANCE CERTIFICATE SHOWING CURRENT INSURANCE CAPABILITY.) (SUBMIT)
 - (8) EXHIBIT C – VENDOR PROOF OF BONDING CAPACITY (LETTER FROM YOUR BONDING COMPANY AS EVIDENCE OF YOUR CAPACITY TO BOND FOR THIS PROJECT.) (SUBMIT)
 - (9) EXHIBIT D – VENDOR PACKAGE FOR INFORMATION (SUBMIT)
 - (10) EXHIBIT E – FORM FOR CALCULATING A GMP ON A PROJECT. (DO NOT SUBMIT. FOR INFORMATION ONLY.)

(11) EXHIBIT F – LIST OF THINGS WHICH ARE CONSIDERED GENERAL CONDITIONS – (DO NOT SUBMIT. FOR INFORMATION ONLY.)

(12) EXHIBIT G – ADDITIONAL OWNERS INFORMATION – LIST OF CAMPUSES TO BE CONSIDERED PART OF THIS RFP WITH SPECIFIC CAMPUS INFORMATION. (DO NOT SUBMIT. FOR INFORMATION ONLY.)

b) Three (3) copies of above EXCEPT that the a copy of the Original Exhibit A is not required to be included with copies but is required in the original.

c) One (1) flash drive containing:

(1) PDF of above EXCEPT that a copy of the Original Signed Exhibit A is not required.

E. It is not required to re-state each question in the response. However, provide section number, and outline level description of the response item since the evaluation criteria will rely on certain sections of the response.

F. Respondents may provide supplemental materials further describing their capabilities and experience in the section called Optional Information.

G. Owner is a governmental body subject to the Texas Public Information Act. Proposals submitted to Owner because 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 Proposal, 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 Proposals 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.

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

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: The prime Construction Manager At-Risk (CMAR) company to join the Architect, Owner representatives and Program Manager to ensure optimal Cost Control, Scheduling, Phasing of Packages and Construction of Owner facilities.

B. Company: The prime CMaR (Vendor) to join the Architect, Owner representatives and Program Manager to ensure optimal Cost Control, Scheduling, Phasing of Packages and Construction of Owner facilities.

C. 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.

D. RFP: Request for Proposals

E. Owner: Tomball Independent School District

VI. TERM OF CONTRACT

A. A contract awarded in response to this RFP will be for Construction Manager At-Risk Services to provide, construct fencing and related work at multiple campuses. The Owner has defined project **final completion date as March 28, 2025**, but individual project completion dates and schedules will be established during the Pre-Construction period which shall not exceed the established final completion date.

VII. AMENDMENTS TO THE RFP

A. Changes, amendments, or written responses to questions received regarding this RFP will be posted on the Owner’s website via addendum. While not planned, it is possible that multiple addenda could be issued depending on questions received. It is Respondent’s responsibility to review this site and ascertain whether any addenda 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 RFP, and changes to the RFP – if any – shall be made in writing only.

VIII. 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, the Program Manager or the Architect, at any time between the date of release of the RFP 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 RFP 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.

IX. EVALUATION

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

B. Each submission will be analyzed to determine overall responsiveness, qualifications under the RFP and Respondent’s cost proposal. Respondents will be scored based upon these criteria listed in this RFP. 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:

Points Value	Category	Evaluation Method	Reference Section
30	Fee Proposal	Profit and General Conditions	IV.D
25	Evaluation Survey of Company References and Project Contacts	The Owner will review the submissions and may contact references provided in the reference letters.	IV.D.a.2.d.i
15	History of Company Performance	The Owner will review the submissions with respect to the similarity and scope of work as compared to the scope of work provided in this RFP.	IV.D.a.2.d.i IV.D.a.2
10	Demonstrated Company Skill With CMAR Concepts	The Owner will review the submissions with respect to the similarity and scope working in a similar capacity to or as a CMaR.	IV.D.a.2.d.i IV.D.a.2
10	Similar Company Project Experience and Qualifications	The Owner will review the submissions with respect to the similarity and scope of work as compared to the scope of work provided in this RFP.	IV.D.a.2.d.i
5	Similar individual personnel project experience and Qualifications	Respondent <u>individual personnel</u> proposed for the work in the RFP demonstrate similar project experience of comparable cost, complexity and timeframe to the work in the RFP. Organizational approach to the project is clear.	IV.D.a.2.d.i IV.D.a.3
5	Years in Business	Years in business performing design, construction and management of similar projects of scope and cost.	IV.D.a.2.d.i IV.D.a.2

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. 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.
- B. The Owner may accept any Submission in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the Owner; however, final selection of a Respondent is subject to approval by the Owner's Board of Trustees.
- C. The Owner reserves the right to accept one or more Submissions or reject any or all Submissions received in response to this RFP, and to waive informalities and irregularities in the Submissions received. The Owner also reserves the right to terminate this RFP, and reissue a subsequent Solicitation, and/or remedy technical errors in the RFP Process.
- D. This RFP does not commit the Owner to enter into a Contract, award any services related to this RFP, nor does it obligate the Owner to pay any costs incurred in preparation of or the Submission for this RFP, or in anticipation of a Contract.
- E. 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.
- F. Appeal/Protest Process. Any respondent who submitted a proposal may appeal the Owner's award, if the appeal is based on deviations from laws, rules, regulations, or Owner policies. Owner Board Policy GF(Local) applies to any respondent wishing to appeal a proposal and/or award of a contract. In the event respondent is unsure about the award of the contract, it is the Proposer's responsibility to contact the Owner on the next business day after the award is announced and verify details concerning the award.

XI. 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 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 withdrawal of a proposal does not prejudice the right of the Respondent to file a new proposal at the time and place noted in this RFP..