

WILDORADO INDEPENDENT SCHOOL DISTRICT



REQUEST FOR QUALIFICATIONS FOR DESIGN BUILD SERVICES New Ag Facility with Bus Barn

Pursuant to Texas Government Code Chapter 2269, Subchapter G, as it currently exists or may hereafter be amended or replaced, this Request for Statement of Qualifications (RFQ) is intended to solicit qualifications from design-build firms (“Respondents”) with capabilities to develop, design, and construct a nominal 60’ x 100’ pre-engineered metal building to be used as ag facility and a nominal 60’ x 70’ pre-engineered lean-to metal building to be used as bus barn for the **Wildorado Independent School District** (“Owner”). For the purpose of this RFQ, “Respondent” refers to any entity or team that is qualified to provide all of the design-build services as listed in this RFQ. It is the intent of Owner to select the Respondent demonstrating the best overall value to the Owner, and enter into an agreement for turnkey design-build services.

Sealed Statements of Qualifications (“Responses”) shall be received no later than:

June 18, 2018 @ 2:00 p.m., LOCAL TIME

And shall be submitted to:

**Wildorado ISD
ATTN: Troy Duck, Superintendent
1523 Locust
Wildorado, TX 79098**

Please mark envelopes with the following:

**Design-Build Services – New Ag Facility with Bus Barn
RFQ #2018-02**

Responses received after the deadline will not be considered. Please enclose eight (8) copies of your response with the appropriate annotation to the address above. Responses shall only be provided by those short-listed respondents after they are selected by Owner.

Requests for clarification of any part of this solicitation must be made in writing no later than June 4, 2018 at 4:00 p.m. Such requests may be emailed to Troy Duck at troy.duck@region16.net. (School Superintendent) and Jorge Ramirez, AIA at jorge@hohedesign.com (District’s Representative).

Public Notice

Issuance of Request for Qualifications for Design and Construction Services

Wildorado Independent School District will be soliciting Statements of Qualifications from qualified Design-Build Firms/Teams interested in providing professional design and construction services for the new Agricultural Science and Bus Barn Facilities.

Project Site:

1523 Locust, Wildorado, TX 79098; southeast end of school campus, south of the football field.



Project Description and Scope:

The Agriculture Science Facility will be a stand-alone building structure separated from existing facilities with an attached lean-to bus storage building. The Ag Science Building shall contain within its perimeters an ag shop, a classroom, office, tool room, storage, boy's and girl's restroom with lockers. The bus lean-to storage building shall be adequately designed to store three school buses and shall have adequate eave height and circulation space.

The Design-Builder's scope of work will include:

1. Pre-construction project planning including assistance in the preparation of a schedule, preliminary cost estimate and value engineering measures if needed.
2. Preparing site, architectural, structural, mechanical, plumbing and electrical design plans based on District's criteria document and prototype information to include:

- a. Site Design: civil plans that include all required work to achieve design intent including if needed demolition and clearing, grading and drainage, sedimentation and erosion control, layout and staking, engineering surveying, construction details, lighting, landscaping and integration to existing site layout and connection to existing utilities.
 - b. Building Design: building plan configuration and elevation elements including exterior building skin materials and colors, foundation, structural and roof systems, building fenestration and openings, overall dimensions, materials testing requirements (except those set out in Texas Government Code §2269.058(a)), Mechanical/Electrical/Plumbing design including systems, equipment and calculations, systems review and coordination and integration to all utilities and controls.
3. Development and refinement of cost estimates and project schedules.
 4. Construction administration and observation including conferences, weekly site observations and meetings.
 5. Project closeout, establishment of warranties and guarantees.

Anticipated Project Budget:

Wildorado ISD estimates an approximate construction budget of \$600,000 for completion of this project including all costs and fees.

Anticipated Project Schedule:	Date
Issue/Advertise RFQ in official advertising publications	May 17-24, 2018
Deadline for written questions and clarifications on RFQ	June 4, 2018 at 4:00 P.M.
Deadline for submission of Statement of Qualifications	June 18, 2018 at 2:00 P.M.
Meeting to open submissions of Statement of Qualifications. District completes qualifications evaluation to establish a shortlist of firms remaining.	June 18, 2018 at 6:00 P.M.
Committee notifies short-listed firms to submit Requests for Proposals.	June 19, 2018
Deadline for submission of Proposals from short-listed respondents.	June 28, 2018 at 2:00 P.M.
Selection Committee completes proposals evaluation and notifies short-listed firms and schedules interviews (if required.)	June 28, 2018 at 6:00 P.M.
Complete interviews of shortlisted firms (if required.)	June 29, 2018 at 6:00 P.M.
Present short list to School Board for approval	June 29, 2018
Superintendent will begin negotiations after School Board approval with shortlisted firms	July 2, 2018

Design Builder Evaluation / Selection Criteria and Scoring

Each respondent will be evaluated and short-listed based on their Statement of Qualifications score (100 points maximum) as determined through a qualification review process and scoring criteria noted below¹:

Criteria	Available Points
1. Experience	20 points
2. Technical competence	10 points
3. Proximity to Wildorado ISD	10 points
4. Capability to perform	35 points
5. The past performance of the Respondent's team and member of the team	25 points
TOTAL	<hr/> 100 points

The District intends to short list 3-5 qualified Firms/Teams who may be asked to provide further information and possibly interview with an evaluation team made up of District representatives to help determine final ranking before final selection is made.

Explanation of Project Team by Submitting Design-Build Firms/Teams

Each applicant submitting qualifications for this RFQ shall include an explanation of its Project team which shall consist of either:

1. A list of the licensed design professionals, licensed contractors and licensed subcontractors whom the Design-Builder proposes to use for the Project's design and construction; or
2. An outline of the strategy the Design-Builder plans to use for open contractor and sub-contractor selection.

End of Public Notice

¹ Price or cost related criteria shall NOT be considered at this Phase.

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SECTION ONE- DEFINITIONS

1.01 Definitions of Terms in RFQ

Unless the context suggests otherwise, the terms “Firm/Team”, “Contractor”, “Proposer”, “Bidder”, “Submitter”, “Consultant”, “Respondent” or “Vendor” as used in this RFQ (whether capitalized or not) shall refer to the same legal entity that submits qualifications and is responsible for responding to this RFQ.

Whenever the term “District” is used, it means the Wildorado Independent School District, Wildorado, Texas.

Similarly, unless the context suggests otherwise, the terms “Bid”, “Qualification”, or “Bid/Qualification” shall refer to the formal Statement of Qualifications given in response to this RFQ by the submitting entity incorporating all required elements of this RFQ necessary for the District to determine whether the submitting entity is a responsible, responsive Firm/Team.

Whenever the term “RFQ,” is used, the reference is to this Request for Qualifications or portions thereof, together with any exhibits, attachments, or addenda it may contain.

1.01.1. Whenever the terms “shall,” “will,” “must,” or “is required” are used in the RFQ, the referenced task is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of a submittal.

1.01.2 Whenever the terms “can,” “may,” or “should” are used in the RFQ, the referenced specification is discretionary. Therefore, though the failure to provide any items so termed will not be cause for rejection, the Selection Committee may consider such failure in evaluating the quality of the submittal.

1.01.3 Whenever the terms “apparent successful” or “top-ranked” or “highest ranking” firm/company or offeror are used in this document, the reference is to the firm that the Selection Committee ultimately judges to have submitted the Response best satisfying the needs of the District in accordance with the RFQ. The selection of an apparent successful firm/company does not necessarily mean the Selection Committee accepts all aspects of the firm’s submittal or Response.

1.01.4 Whenever the term “submittal” is used in the RFQ, the reference is to the response offered by a firm, person or corporation in accordance with the RFQ. The submittal responds only to the RFQ.

1.01.5 Whenever the term “Selection Committee” or “Review Committee” is used in the RFQ, the reference is to the District’s representatives responsible for administering and conducting the evaluation and selection process for making recommendations to the Board for this RFQ.

1.01.6 “Design-Build” refers to the construction project delivery method in which, among other things, the District holds a single contract with a business entity that has responsibility both to design and to construct a project, and that holds the trade contracts.

1.01.7 “Lead Design-Builder” refers to the design-build team member that will contract with the District for all work and holds all responsibility of project success, performance, and completion.

1.01.8 “Design Professional” (an inclusive term for all licensed building professionals), “Architect of Record,” an/or “Engineer of Record” all refer to the project's architect(s) and/or engineer(s), whose responsibilities generally include programming, design, code compliance, and detailing of the facility. Under the Design-Build delivery methodology, the Design Professional is an integral part of the Design-Builder entity under single contract with the District.

1.01.9 “Building Commissioning” refers to a formal and systematic process of documentation, adjustment, testing, verification, and training, focused on quality assurance and performed specifically to ensure that the finished facility operates in accordance with the District’s documented project requirements and the construction documents.

1.01.10 “Commissioning Provider” refers to the entity or person providing building commissioning services for a project.

1.01.11 “District’s Criteria” is a written document that details the specific and functional requirements of a project, sustainable objectives and the expectations of how the project will be used and operated.

1.01.12 “Qualifications Submittal” and “Initial Written Submittal” both refer to a firm’s response to the RFQ.

1.01.13 “Qualifications-Based Selection” and “QBS” both refer to a procurement process for the selection of professional construction services for public projects. It is a competitive contract procurement process whereby consulting firms submit qualifications to a procuring entity (District) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget, and price.

1.01.14 “Firm” shall be interpreted as referencing the design entity, the construction entity, or the combined (e.g., joint venture) entity, as is reasonable.

1.01.15 “Fixed Fee” shall be proposed by the Design Builder and shall be defined as a specific dollar amount (stated as a lump sum) and agreed upon by all parties at the time of Contract Negotiation, but shall not be considered during the RFQ process.

End of Section One

SECTION TWO
SCOPE OF WORK
DESIGN CRITERIA PACKAGE

2.01 Purpose of the RFQ and Lead Design-Builder Responsibilities

The lead Design-Builder will be expected to provide concurrent design and construction turnkey activities for this project resulting in a finished, fully usable facility that satisfies all project requirements and contract terms. The Design-Builder, as the sole responsible source for total project compliance and construction related performance (including architectural programming, design, and construction services) will hold all design professionals, testing services (except those excluded by Texas Government Code §2269.058(a)), trade contractors and trade supplier contracts.

2.02 Location of the Project

The location of the work is: 1523 Locust, Wildorado, TX 79098 (far southeast corner of the campus, south of the football field).

NOTE: Throughout the duration of the project, the District **WILL NOT** provide office workspace for the Firm/ Team. The selected Design-Build Team is responsible for/must provide its own workspace.

2.03 Scope of Work

General

The “scope of work” includes all architectural and engineering design services (including all civil and geotechnical engineer), construction, costs associated with any required permits, procurement, materials, labor, qualification of subcontractors (if subcontractors are required), construction management, equipment rental, and tie-in or connection to the electrical, water, phone and other utility systems as required by local public utilities.

Design

Respondent’s design services shall include but not be limited to:

- a. Preparation of all necessary plans and permits.
- b. Confirmation of suitability of the proposed building at the proposed site.
- c. Detailed project drawings including but not limited to site plan(s) and engineering surveying, Project milestones, permits, equipment drawings, structural drawings, mechanical and electrical drawings, and parking lot plans and design (as needed).
- d. Defining the concrete testing requirements.

The following is a preliminary scope of work that may be modified during design and contract negotiations with the selected Design-Build Team.

Site Inventory and Evaluation of District’s Criteria Confirmation

1. Site investigations, including survey, subsurface utility investigations, geotechnical investigations, to verify existing conditions if necessary.
2. Preliminary evaluation of proposed site use, material selection, building systems, equipment and provide recommendations on constructability, time, labor and scheduling factors related to project cost.
3. Coordinate the construction or relocation of privately owned utilities if necessary.
4. Prepare written report summarizing District’s Criteria.

Schematic / Preliminary Design (SD)

1. Prepare site, architectural, structural, mechanical, plumbing and electrical schematic design plans based on Criteria document for the consideration of the District Staff and the District’s Representative.
2. SD Phase plans will minimally include:
 - a. Site Development design criteria including: site access, easements, circulation and vehicular

access, setback requirements, parking areas, general landscape concept, lighting areas, utility routing and connections.

- b. Building Design information including: design intent, space requirements and planning criteria, preliminary selection of building systems and materials, code compliance, building system integration with existing utilities.

The final facility needs to include among the required or accessory items that are inherent to the design intent the following:

- Agricultural Science Building
 - 1 – 60'X100' pre-engineered metal building
 - 2 – 20' x 20' overhead doors at ag shop area
 - 20' x 20' concrete drive apron at each door
 - Ag Shop Area (60' x 70' approximate)
 - Steel cage and gate for storage of compressed gases
 - Air compressor area
 - Welding area
 - Hot and Cold Water
 - Floor Sink
 - Plumbing to be tied to existing septic tank resevoir
 - Concrete floor
 - Office (with visual access to classroom and ag shop)
 - Classroom (25' x 30' approximate)
 - Boy's Restroom with Lockers
 - 16" x 16" x 12" lockers with locking capability
 - Girl's Restroom with Lockers
 - 16" x 16" x 12" lockers with locking capability
 - Tool Storage Room with lockable storage shelves
 - General Storage Room
 - Centrally located water fountains
 - Appropriate electrical outlets
 - Appropriate heating, venting and cooling
 - Bus Lean-to Storage Building
 - 1 – 60'X70' pre-engineered lean-to metal building – one side attached to Ag Science Building and opposite side to have full height wall (no envelope insulation).
 - Concrete footings and grade-beams (no slab).
 - Crushed asphalt or similar material in lieu of concrete slab.
 - Utility electrical outlets
 - Compressed air connections from ag shop's air compressor
 - General Requirements for Buildings
 - Access drives for buses and trailers
 - Connect to School PA System
 - Wireless Internet / Data capability
5. Develop preliminary estimate of construction cost setting forth in detail quantities of materials, labor, profit, overhead, insurance etc. for the project including all site work.
 6. Attend District and user meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design.
 7. Develop Design-Builders' Response detailing contract sum, estimated trade costs, proposed date of substantial completion and list of key Design-Build personnel and suppliers.

Design Development (DD)

1. Based on the approved SD plans, satisfactorily resolve all review comments from prior design phases and further refine the design to include the following revised and additional information:

- a. Site Design: refine design criteria including site access, easements, circulation and vehicular access, setback requirements, parking areas, general landscape concept, lighting areas, utility routing and connections.
- b. Building Design: review and confirm information including: design intent, space requirements and planning criteria, preliminary selection of building systems and materials, code compliance, building system integration with existing utilities.
2. Expand outline specification to Design Development level and integrate systems, controls, products and procedures for architectural, civil and MEP.
3. Review and confirm total original budget from Schematic Design phase review. Review any proposed V-E items, final strategy and reconcile variances.
4. Review, update and confirm project schedule.
5. Attend District and user meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design.

Permitting, Reviews and Approvals

1. Review and/or present design concepts to all governmental authorities having jurisdiction over the Project and any other regulatory agencies whose approval is necessary for the development of the site.
2. Submit plans and applications to regulatory agencies
3. Secure approvals from all other local and state agencies as required for the site development.
4. Coordinate the construction or relocation of privately owned utilities if necessary.
5. Attend meetings as necessary for all approvals. Provide responses and modifications to regulatory comments.

Construction Documents (CD)

1. Based on the approved DD plans, satisfactorily resolve all review comments from prior design phases and prepare and finalize all construction drawings and specifications to minimally include: building systems, site utilities and components that will form the basis for the project's Construction Documents sufficiently complete to support the prepared budget, obtain necessary permits and construct the project.
2. Prepare a construction documents level cost estimate and updated project schedule; reconcile cost estimate with construction estimate.
3. Incorporate bid alternates as necessitated by the project budget.
4. Conduct a final school board meeting to present final design.

Construction Administration

1. Provide construction administration and observation associated with the work and in coordination with the District's Representative.
2. Provide interpretations of prepared drawings and specifications, shop drawing review and approval as well as preparation of change orders and construction change directives.

Construction

Respondent's scope of construction shall include but not be limited to the following, as may be applicable:

- a. Evaluation of subcontractors (subcontractors shall be approved in advance by Owner).
- b. Mobilization and demobilization.
- c. Clearing and rough grading with excess dirt and material removed from the site. Tree protection and erosion control measures to be immediately put into place.
- d. Site excavation (all reasonable effort to determine any underground interference is the responsibility of the Supplier), compacted backfill, haul off of excess material
- e. Bending and setting rebar and anchor bolts.
- f. Placement of concrete. Note: Concrete Testing Lab shall be selected by Owner with assistance from Design-Builder.
- g. Rental of cranes, man lifts, scaffolding, etc.
- h. Placement of electrical components including conduit, cables, terminals, etc.
- i. Site utilities including domestic water, and electrical service and site lighting.
- j. Testing of systems.

- k. Site cleanup.

Post Construction Phase/Deliverables

1. Prepare as-built documents based on information received from the contractor in AutoCAD or BIM format or in such other format as the District requires.
2. Assist in project closeout and establishment of warranties and guarantees.
3. Present to required departments/agencies for review; responsible for all State, County, and City permit applications and approvals.

2.04 Project Budget

Wildorado ISD estimates an approximate Construction Budget of \$600,000 for completion of this project including all costs and fees. Total costs include construction related expenses; architectural programming, design and construction related services; testing services; public jurisdiction fees and charges; permits; and other building related professional service fees necessary to fully complete the project.

2.05 Pre-Construction Project Development Planning

The Design-Builder, as a part of its design and its preconstruction services, will assist with developing a strategy for the best approach for the successful completion of the project including guidance and assistance in the preparation of a schedule and a reliable, preliminary cost estimate along with evaluations of any value engineering measures. At an appropriate point during the project development and prior to contracting, the District will ask the Design-Builder to commit to a Lump Sum price for all its design and construction services.

2.06 Safety

- a. Safety Coordinator
Respondent shall provide a safety coordinator on site for the duration of the Project. The coordinator will insure that all construction activity adheres to Owner approved safety & construction plan.
- b. Safety Plan
Respondent is required to prepare a safety plan, and method statement, and operate the safety plan as the work progresses and it shall be approved by Owner.
- c. Minimum Safety Requirement to Be Included in the Safety Plan
The work site is to be cordoned off using a system such as Block N Mesh or equal. Minimum required personal protective equipment (PPE) shall include hard hat, safety glassed with side shields, full length work pants, steel toed safety shoes. OSHA approved fall protect when working above six (6) feet above grade.

2.07 Anticipated Schedule

The District reserves the right to make adjustments to this schedule as necessary.

Preliminary Project Schedule:	Date	Time
Issue/Advertise RFQ in official advertising publications	May 17-24, 2018	
Deadline for written questions and clarifications on RFQ	June 4, 2018	4:00 P.M.
Deadline for submission of Statement of Qualifications	June 18, 2018	2:00 P.M.
Meeting to open submissions of Statement of Qualifications. District completes qualifications evaluation to establish a shortlist of firms remaining.	June 18, 2018	6:00 P.M.

Preliminary Project Schedule:	Date	Time
Committee notifies short-listed firms to submit Requests for Proposals.	June 19, 2018	
Deadline for submission of Proposals from short-listed respondents.	June 28, 2018	2:00 P.M.
Selection Committee completes proposals evaluation and notifies short-listed firms and schedules interviews (if required.)	June 28, 2018	6:00 P.M
Complete interviews of shortlisted firms (if required.)	June 29, 2018	6:00 P.M
Complete contract negotiations with Firm	July 27, 2018, or sooner if possible	
Project Completion	<i>Estimated date for projects to be in place by December 28, 2018 or sooner if possible.</i>	

2.08 Project Delivery and Objectives

At all times and project stages the Design-BUILDER shall act in the best interests of the District and use their best efforts to deliver the project in an expeditious and cost-effective manner consistent with the District's project requirements, time constraints and budget. The Design-BUILDER shall develop a contractually obligated overall project schedule and will be responsible for methods of construction, safety, scheduling and coordination of all construction work in addition to miscellaneous contracts required for completion of the project within its predetermined budget limits and schedule.

The District expects all parties to this project to work closely together and deal appropriately with project conditions to finish the job successfully. **A spirit of cooperation, collaboration and a commitment among professional design and construction services providers to work in the best interests of the project is of utmost importance.**

End of Section Two

SECTION THREE-
DESIGN-BUILDER EVALUATION AND SELECTION CRITERIA

3.01 Design-Build Team Experience Requirements and Capabilities

Responders should identify their Team's experience with public bid response design-build projects and specifically describe those projects that best characterize the proposers' capabilities including work quality and cost control measures. These projects must have included the completion of construction drawings, technical specifications and construction estimates that led to a complete constructed project currently in operation. Completed public sector projects and experience with the public bidding process is preferred.

At a minimum, successful submittals shall demonstrate experience and technical competence with the following requirements:

1. Responsively and successfully designing to a user program.
2. Demonstrated history of successful collaboration constructing complex facilities utilizing a Design-build methodology.
3. Obtaining permits through the Authority having Jurisdiction permitting processes and/or Inspections/Building Permit Department and
4. Effectively providing contract and construction administration services utilizing effective team communication and working methods.

3.02 Design-Build Team Minimum Qualifications

Firms must meet the following criteria. Firms that do not meet these criteria are automatically disqualified.

1. Firm's "Designer(s) of Record" MUST have a current Texas Architectural and/or Engineering license(s) as appropriate for their portion of the design work.
2. Firm's "Builder" MUST have a current Texas Contractor's license with an unlimited building classification.
3. Lead Design-Build firm MUST have bonding capacity to provide a Labor and Material Payment and Performance bonds with coverage each equal to the total cost of the project.
4. Lead Design-Build firm MUST be able to get a Builder's Risk Insurance Policy for this project with coverage equal to the total cost of the project.
5. Lead Design-Build firm MUST agree to keep and maintain insurance for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish the District with certificates of insurance for each type of insurance described herein. The District reserves the right to negotiate different limits and coverage in the final contract.

Commercial General Liability:	\$1,000,000 per occurrence
Commercial Auto Liability:	\$1,000,000 combined single limit
Excess (Umbrella) Liability:	\$1,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000 each accident/total disease/employee disease

Professional Liability (Errors & Omissions) coverage for Architect of Record and Engineer(s) of Record shall provide coverage not less than \$1 million per claim. (The District reserves the right to negotiate different limits and coverage in the final contract.)

All insurance companies must be authorized to do business in Texas.

NOTE: In order to be deemed eligible for evaluation, the submitting lead Design-Build firm must include the Declaration Statement (signed) included in this RFQ attesting to the above requirements and coverages in its submittal.

When a Board makes a public work contract for constructing, altering, or repairing a public building or carrying out or completing any public work, it shall require the Contractor, before beginning the work, to execute payment and/or performance bonds as specified below. The bonds shall be executed by a corporate surety in accordance with Insurance Code 7.19-1. The bond shall be payable to the Board and in a form approved by the Board. Gov't Code 2253.021(a), (d)–(e)

For a contract in excess of \$100,000, a performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents. The bond is solely for the protection of a District. Gov't Code 2253.021(b)

For a contract in excess of \$25,000, a payment bond shall be executed in the amount of the contract solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. Gov't Code 2253.021(c)

The selected firm will be required to comply with all bonding requirements.

3.03 Procurement Process and Scoring

Phase 1 RFQ for all interested Design/Build Firms.

The RFQ is the first step in a multi-step process aimed at identifying one or more qualified Respondents. In Phase 1, Owner will evaluate each Respondent's on the following criteria and weight.

Criteria	Available Points
1. Experience	20 points
2. Technical competence	10 points
3. Proximity to Wildorado ISD	10 points
4. Capability to perform	35 points
5. The past performance of the Respondent's team and member of the team	25 points
TOTAL	<hr/> 100 points

Cost-related or price-related evaluation factors are NOT permitted during Phase 1 and should NOT be included in any response.

Each Firm is required to certify to Owner that each Architect or Engineer that is a member of the firm/team was selected based on demonstrated compliance and qualifications in a manner provided by Texas Government Code 2254.004.

Phase 2 Request for Proposal from short-listed Respondents

A committee may be formed to review responses submitted. Based on the selection criteria and weight described above, the committee may short-list a maximum of five (5) of the most qualified Respondents, who will be invited to submit proposals.

Owner, at its discretion, retains the right to select only one (1) Respondent at this stage and negotiate a contract. Owner may also determine that no qualified responses have been received and reject all responses.

After a short-list of Respondents' are selected, each may submit a Proposal for the project, which will be reviewed by the Owner. The Owner, as its option may request an interview with the short-listed Respondents'. Proposals will be reviewed, evaluated and ranked on the following criteria and weighted values:

Criteria	Available Points
1. Price	25 points
2. Reputation and experience of Respondent	15 points
3. Quality of goods and services of respondent	15 points
4. Safety record of respondent	10 points
5. Respondents' proposed personnel	10 points
6. Which financial compatibility is appropriate to sign/scope of project	10 points
7. Other relevant factors:	
a. Ability to complete on time	5 points
b. Long term cost to owner to acquire respondent's goods and services	5 points
c. Past relationship with owner	5 points
TOTAL	100 points

***NOTE* Only those short-listed respondents shall be invited to submit a proposal. No proposal shall be submitted during the Phase 1.**

Oral Presentation (Owner's Option)

Oral presentations may be required of each of the interested short-listed Respondents covering any unique qualities, methodologies, or approaches taken to differentiate from other Respondents. Short-listed Respondent's may be asked to provide additional information to the Owner regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the Project, the feasibility of implementing the Project as proposed, the ability to meet schedules, costing methodology, or other factors as appropriate. This additional information will be used with prior information received in further evaluating the short-listed Respondents on the criteria set forth above to determine a rank-order of the short-listed firms.

Negotiate Project Development Agreement

Owner shall select the design-build firm that submits the response offering the best value for the District on the basis of the published selection criteria and its ranking evaluations with whom it will enter into negotiations. It is anticipated that negotiations would encompass all phases of work, including but not limited to: architect and engineering fees, preconstruction services, labor rates, contingency/risk, insurance and bonds, markups for overhead and profit on subcontractors, as well as any other items Owner feels are appropriate. If negotiations are successful, Owner and the highest ranking Respondent will enter into an agreement to develop the project proposal(s) as outlined in this RFQ. If an acceptable agreement cannot be reached between the Owner and the highest ranking Respondent, the Owner may choose to end negotiations with the highest ranking Respondent and negotiate with the next highest ranked Respondent.

Project Development

The selected Respondent will develop the Project proposal(s) based on the Scope of Work/Design Criteria Package outlined in Section 2. Owner expects the Respondent to complete the Project development on a contingent basis (*i.e.*, not bill for the development until completed

and the implementation is funded) and roll the agreed upon cost of the project development into the implementation cost. Owner reserves the right to pay for the project development separately. At the conclusion of Project Development, Respondent will provide Owner with a Guaranteed Maximum Price (GMP) for the agreed upon scope of work.

Project Implementation

After finalizing work scope and GMP, the Respondent will provide turnkey design and construction management services.

3.04 Instructions to Respondents

a. Public Information

All information, documentation, and other materials submitted in response to this RFQ are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

b. Type of Contract

Any contract resulting from this RFQ will be in the form that meets any and all requirements of the final financing options and/or statutory requirements related to Project approval criteria including, but not limited to:

- Payment and performance bonds for the total amount of the Project Budget, less design fees, as set out in Texas Government Code §2253;
- The insurance noted in Attachment L;
- Prevailing wage rates as set out in Texas Government Code §2258;
 - o Owner, for the purpose of complying with §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 District. These rates are listed on the following website: www.access.gpo.gov/davisbacon/tx.html.
 - o It is the responsibility of the Respondent to pay the appropriate rate or higher on the construction project or be subject to penalty as set forth in §2258.023 of the Texas General Government Code; and
- The Prompt Payment Act, as set out in Texas Government Code §2251.

c. Clarifications and Interpretations

Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be included in an addendum and issued to each known potential Respondent. It is the responsibility of all Respondents to obtain this information in a timely manner. All such addenda issued by the Owner before responses are due shall become a part of the RFQ, and Respondents shall acknowledge receipt of and incorporate each addendum in its response. Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda one week prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on when preparing responses to the RFQ.

d. Deadline

Owner will receive responses at the time described below:

June 18, 2018 @ 2:00 p.m., LOCAL TIME

Submit eight (8) identical copies of the response to:

**Wildorado ISD
ATTN: Troy Duck, Superintendent
1523 Locust
Wildorado, TX 79098**

Late received responses will be returned to the Respondent unopened.

e. Delivery and Submission

The Owner will NOT acknowledge or receive responses that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

Properly submitted responses will not be returned to Respondents.

Response materials must be enclosed in an opaque, sealed envelope (box or container); the package must clearly identify the submittal deadline, the RFQ title, and the name and return address of the Respondent.

f. Point of Contact

Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ to the Point-of-Contact person.

Name: Jorge Ramirez, AIA – Höhe Design Group
Title: Architect – District Representative
Address: 517 N. Polk St
City, State Zip: Amarillo, Texas 79107
Phone: (806) 452-5000, (806) 626-4466
Email: jorge@hohedesign.com

g. Evaluation of Qualifications

The evaluation of responses shall be based on the requirements described in this RFQ. All properly submitted responses will be reviewed, evaluated, and ranked by the Owner. Responses for Phase 1 of this RFQ shall NOT include Respondent's fees, pricing, or other compensation.

h. Owner's Reservation of Rights

OWNER MAKES NO REPRESENTATIONS OF ANY KIND THAT AN AWARD WILL BE MADE AS A RESULT OF THIS RFQ AND NO SUCH REPRESENTATION IS INTENDED OR SHOULD BE CONSTRUED BY THE ISSUANCE OF THIS RFQ. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES OF BOTH PHASE 1 AND PHASE 2 AND RE-SOLICIT FOR NEW RESPONSES, OR TO REJECT ANY AND ALL RESPONSES AND TEMPORARILY OR PERMANENTLY ABANDON THE PROJECT. THE OWNER RESERVES THE RIGHT TO WAIVE ANY FORMALITIES OR MINOR TECHNICAL INCONSISTENCIES, OR DELETE ANY ITEM/REQUIREMENTS FROM THIS RFQ WHEN DEEMED TO BE IN OWNER'S BEST INTEREST.

i. Acceptance of Evaluation Methodology and Waiver of Claims

BY TENDERING A RESPONSE TO THIS RFQ, THE RESPONDENT ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A RESPONSE, AND THE PROCESS USED BY THE OWNER FOR SELECTING THE HIGHEST AND BEST RESPONDER. FURTHER, BY SUBMITTING A RESPONSE, THE RESPONDENT FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST OWNER OR ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY RESPONSE SUBMITTED IN RESPONSE TO THIS RFQ.

j. No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred by the Respondent's participation in this RFQ shall be at the sole risk and responsibility of the Respondent.

k. No Israel Boycott Certification

The 85th Texas Legislature enacted House Bill 89 (codified in chapter 2270 of the Texas Government Code). As of September 1, 2017, state law requires written certification by a for-profit company before it enters a contract with a local government (i.e., a school district) that verifies that the company does not boycott Israel and will not boycott Israel during the term of the contract. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. See Appendix G.

l. Companies Engaged In Business With Iran, Sudan, Or A Foreign Terrorist Organization

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Owner is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By submitting a Response to this RFQ, D/B certifies to Owner that it is not a listed company under any of those Texas Government Code provisions, and thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Response shall be null and void should facts arise leading the Owner to believe that the D/B was a listed company at the time of this procurement.

m. Conflict of Interest

Effective January 1, 2006, any person or entity, as well as agents of such persons, who contracts or seeks to contract with the Owner for the sale or purchase of property, goods, or services are required to file a Conflict of Interest Questionnaire with the Owner. A Conflict of Interest questionnaire and affidavit are included in this RFQ. The completed forms must be returned as part of your Response.

n. Certificate of Interested Parties

Effective January 1, 2016, Texas governmental entities must comply with the "Disclosure of Interested Parties" mandated by Texas HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties," per Texas Government Code § 2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. Therefore, D/B will be required to create, electronically file, and present such Form 1295 to the District using the Texas Ethics Commission's online filing application at final execution of any contract with the District.

3.05 Clarifying Qualification During Evaluation

During the evaluation process, the District has the right to require any clarification it needs in order to understand the Firm/Team's view and approach to the project and scope of the work. Any clarifications to the Qualification made before executing the contract will become part of the final Firm/Team contract.

3.06 Short List Ranking

After evaluating the responses to this RFQ, the District will rank no more than 5 of the most highly qualified candidates for ranking and these Short-listed Teams may be asked to interview to help determine final ranking.

3.07 Interviews of Short-listed Firms/Teams

Prior to ranking the short-listed Firms/Teams for final selection, the District may elect to interview those Firms/Teams. The purpose of this interview will be to meet the proposed Project team (if applicable), become familiar with key personnel and/or with the selection strategy proposed by the submitter and to understand the Firm/Team's project approach and ability to meet stated objectives for the project. Short Listed Firms/Teams should be prepared to discuss with specificity their capacity to conduct this work in compliance with the project timeframe, budget and good-faith obligations. The District will notify each short-listed firm to schedule individual times for the interviews.

3.08 Design-Build Firm/Team Final Selection

After making final Team selection and taking into consideration quality, performance and the time specified in the Qualifications for performance of the contract the District will begin contract negotiations with the selected responsible, responsive Firm/Team. If successful, the Firm/Team and District will enter into a professional services contract for the work.

All respondents are considered fully informed as to intentions of District regarding the timeframe to prepare and complete contract negotiations. Respondents should be prepared to provide a detailed, written Proposal to include scope of work, staffing plans, action plan, CPM Schedule and fee proposal to District during negotiations.

The District may withdraw this RFQ, reject qualifications or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous to the District.

3.09 Compliance

The awarded Contractor will be expected to execute the appropriate contracts. Please provide a copy of a standard contract used by design-build firms for District review. Standard contracts to be used: A141-2014 Owner-Design-Builder Agreement, A201-2007 General Conditions of the Contract for Construction, as amended by Owner.

End of Section Three

SECTION FOUR
QUALIFICATIONS SUBMITTAL REQUIREMENTS AND FORMAT

4.01 General Instructions

Responses shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete responses will be considered non-responsive and subject to rejection. Failure to comply with all requirements contained in this RFQ may result in the rejection of the response.

Responses shall consist of answers to questions identified in this RFQ, including all attachments hereto. It is not necessary to repeat the question in the response; however, it is essential to reference the question number with the corresponding answer. Responses that are qualified with conditional clauses, alterations, items not called for or irregularities of any kind are subject to rejection by the Owner, at its option

4.02 Format

a. Page Size, Binding, Dividers, and Tabs

Responses shall be a MAXIMUM OF 50 PRINTED PAGES. The cover, table of contents, and divider sheets do not count as printed pages.

Responses shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral or coil bindings.

Additional attachments shall NOT be included with the response. Only the responses provided by the Respondent to the questions identified herein and in the oral interview, if any, will be used by the Owner for evaluation.

Separate and identify each criteria response by use of a divider sheet with an integral tab for ready reference.

b. Table of Contents

Responses shall include a "Table of Contents" and give page numbers for each part of the response.

c. Pagination

Number all pages of the response sequentially using Arabic numerals (1, 2, 3, etc.).

4.03 Criteria and Weights for Selection

The selection of Respondents shall be in accordance with Texas Government Code Chapter 2269, Subchapter G, as it currently exists or may hereafter be amended or replaced. In Phase 1, Owner or its representatives shall evaluate each response, based on the weighted criteria:

Criteria	Available Points
1. Experience	20 points
2. Technical competence	10 points
3. Proximity to Wildorado ISD	10 points
4. Capability to perform	35 points
5. The past performance of the Respondent's team and member of the team	25 points
TOTAL	<hr/> 100 points

Each response shall be ranked on the above criteria on a total point scale of 1 to 100 in light of the information requested below. The Owner may request proposals from up to as many as 5 of the highest ranked responses.

4.04 Required information for Phase 1

a. Unique Qualifications

Provide a statement of interest for the project including a narrative describing the Respondent's (and any subconsultant's) unique qualifications as they pertain to this particular project.

b. Corporate Qualifications

RFQ submittals are to include the information requested in this questionnaire in the sequence and format prescribed. Each selection criteria is associated with certain questions and will be evaluated based on this format. Failure to respond in this sequence and format will result in reduction of points or disqualification.

Supplemental materials providing additional information may be attached if limited to three (3) pages.

1.1 Name of Firm:

Address of Principal Office: Telephone and Fax:

Form of Business Organization (corporation, partnership, individual, joint venture, other?): Year Founded:

Primary Individual to Contact:

1.2 How many years has your organization been in business in its current capacity?

1.3 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

1.4 If your organization is a corporation, answer the following: date of incorporation, State of incorporation, president's name, vice president's name(s), secretary's name, treasurer's name.

1.5 If your organization is a partnership, answer the following: date of organization formation, type of partnership (if applicable), name(s) of general partner(s).

1.6 If your organization is individually owned, answer the following: date of organization formation, name of owner.

1.7 If the form of your organization is other than those listed above, describe it and name the principals.

1.8 Does your company principally work in the Amarillo Texas area?

1.9 What is the dollar value of work done within a 100-mile radius of the District, for the three- year period of 2014-2017, and what percentage of your total work does this represent?

1.10 *(See Attachment B of this document.)* In accordance with the Texas Education Code, Title 2, Public Education, Chapter 44, Fiscal Management, Subchapter B, Purchases; Contracts, Section 44.034:

1.10.1 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.

1.11 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

1.12 List jurisdictions in which your organization's partnership or trade name is filed.

4.05 Personnel Qualifications

Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:

- a. Clearly identify who will have primary technical responsibility for architectural/engineering and design work, contract negotiations, construction management, training, and any other aspect of the project implementation or post-construction services. Please do not list individuals that will not be assigned to the project.
- b. List all current projects (and their respective locations) assigned to each individual on the team, with Client contact names and numbers for reference checks.
- c. Provide an organizational chart that clearly describes your firm's project organization with supervisory reporting for this Project, along with each subconsultant and their area of responsibility.
- d. Professional resumes for key personnel and their responsibilities for the duration of the Contract. Resumes should include a list of previous projects, similar in size and complexity, in which the team member has played a significant role.

4.06 Program and Project Methodology

Describe your firm's methodology for developing, designing and constructing projects of a similar size and scope as this Project. Address in detail the following key components, if provided by your firm or team, and how you would approach each one:

- Facility Surveys
- Project development
- Engineering and design
- Funding / financing (including incentives and rebates)
- Construction and project management
- Training
- Guarantee of energy savings (if offered)
- Development and implementation of safety programs

4.07 References

Discuss your project team's experience with implementing design build projects at similar facilities. List a maximum of five (5) references indicating experience with facility improvements with owners of similar size and complexity. Include the following specific information for each project:

- Year project was completed
- Project title and location(s)
- Name, address, and phone number of owner's representative
- Team member(s) involved and nature of team member's responsibility
- General scope of work for the program
- Total dollar contract amount
- Type of contract (guaranteed savings, shared savings, GMP, etc.)
- Source(s) of project funding

4.08 Additional information for Phase 2 proposals, if selected by Owner

- a. Respondents 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 Respondent's ability to meet these minimum standards listed above.

- b. Owner may require additional information to establish responsibility of Respondent, such as: identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Project and substantial data to determine their qualifications and experience. Owner may also consider and use as part of the evaluation, the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project.
- c. 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 Respondent, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Project in accordance with the RFQ Documents to Owner's satisfaction within the prescribed time.
- d. If the Contract is to be awarded, it will be awarded to the best-qualified Respondent whose evaluation, by Owner, indicates to be in the best interests of the Owner.
- e. Any and/or all/none of the proposed alternates may be considered in the evaluation. Owner may award Contract on base Proposal plus any and/or all/none of the alternates.
- f. Owner anticipates selection within thirty (30) days after Proposal opening, with contract negotiations to begin immediately thereafter.

End of Section Four

SECTION FIVE
ADDITIONAL REQUIREMENTS FOR SELECTED DESIGN/BUILD
FIRM

5.01 General

1. Respondent shall prepare and advertise the bid packages for the trade contractor or subcontractor scope of work. Respondent, in conjunction with the Owner, shall receive, open, review, compile and evaluate the bids.
2. Respondent shall keep the same project superintendent on the Project while work is going on.
3. Respondent shall work with the Owner to save costs during the design and construction phases.
4. Respondent agrees Owner may suspend or cancel the Project due to funding, budgetary or other reasons unknown at this time. Owner shall be obligated to pay the services rendered to date but is not obligated to proceed with the construction of the Project.
5. Fill out, complete and submit the "QUALIFICATIONS ACKNOWLEDGMENT FORM" at Appendix K.
6. Confirm in writing your company will comply and you will have your subcontractors comply with the "REQUIRED WORKER'S COMPENSATION COVERAGES" as outlined in Appendix L.
7. Fill out, complete and submit the "CONFLICT OF INTEREST QUESTIONAIRE" at Appendix C and Appendix D.
8. Provide Professional Liability Insurance information stating the Architect/Engineer design team carries and maintains errors and omissions insurance in the amount of \$1,000,000.
9. The successful Respondent shall comply with all the requirements for Design-Build Contracts as noted in the Texas Government Code 2269, Subchapter G.
- 10. The successful Respondent shall, upon approval of the contract, provide a Scope to Budget Estimate based on the Scope of Work/Design Criteria Package. If the Scope to Budget Estimate is more than the District's Estimated Project Budget as stated in this RFQ, before moving further into the Project, Respondent shall work with the Owner to "Value Engineer" the Project and scope to bring the Project within a budget acceptable to the Owner. Upon approval of the revised Scope to the Estimated Project Budget, the Project shall proceed forward into design by the architect/engineer team. If an acceptable construction cost is not reached, Owner has the right to cancel the Project.**
11. Owner prefers Respondent to consider local subcontractors in the bid process.

SECTION SIX
APPENDICES.
SUBMITTALS FORMS
AND INFORMATION

- 6.01 Appendix A - Costing Methodology
- 6.02 Appendix B - Felony Conviction Disclosure Statement
- 6.03 Appendix C - Non-collusion Affidavit
- 6.04 Appendix D - Conflict of Interest Notice
- 6.05 Appendix E - Suspension and Debarment Certification
- 6.06 Appendix F - Certification of Residency
- 6.07 Appendix G - Certifications under House Bill 89
- 6.08 Appendix H - W-9 Request for Taxpayer Identification and Certificate
- 6.09 Appendix I - Deviations/Signature Page
- 6.10 Appendix J - Insurance Declaration Statement
- 6.11 Appendix K - Qualifications Acknowledgement Form
- 6.12 Appendix L - Required Workers' Compensation Coverages
- 6.13 Appendix M – Proposal Form

End of Section Six

APPENDIX A
Costing Methodology

Only to be completed by short-listed respondents

Include a description of the following costs for each category based on the size and scope of the project. The discussion of fees and total cost for performing the Work will be limited to the Final Selection Process, after firms have been ranked.

Subcontractor markup,

Definition of general conditions,

Range of cost for general conditions,

Policies on retainage,

Policies on contingencies,

Discount for prompt payment,

Expected staffing for administrative duties.

Do not include a guaranteed maximum price or bid for overall design or construction in this section.

APPENDIX B

**WILDORADO INDEPENDENT SCHOOL
DISTRICT NCHRI CERTIFICATION
FELONY CONVICTION DISCLOSURE STATEMENT**

NCHRI Certification

Pursuant to Texas Education Code §22.0834(d), the undersigned Contractor certifies that the Contractor has obtained all National Criminal History Record Information (“NCHRI”) for the Contractor and its agents, servants, and employees.

The Contractor further certifies that the Contractor has provided the NCHRI for the Contractor and its agents, servants, and employees to the District.

Felony Conviction Disclosure Statement

Section 44.034, Texas Education Code, Notification of Criminal History, 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 has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This notice is not required of a publicly-held corporation.

I, the undersigned agent for the firm named below, certify that: (i) I have obtained the NCHRI for the Contractor, its agents, servants, and employees; (ii) I have provided the NCHRI for the Contractor, its agents, servants, and employees to the District; and, (iii) the information concerning notification of felony conviction for the Contractor, its agents, servants, or employees has been reviewed by me and the following information furnished is true to the best of my knowledge.

Company Name

Signature of Authorized Company Official

Authorized Company Official’s Name (Please print)

APPENDIX C

AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the District's Board of Trustees.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Wildorado Independent School District except as noted below:

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing on its behalf.

Signature of Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX D

CONFLICT OF INTEREST NOTICE

Wildorado Independent School District Notice to Vendors Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

A person or entity who contracts or seeks to contract with Wildorado ISD for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the District's Records Administrator. Each covered person or entity who seeks to or who contracts with Wildorado ISD is responsible for complying with any applicable disclosure requirements.

The Conflict of Interest Questionnaire must be filed not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

The Vendor shall file an updated completed questionnaire with the appropriate records administrator not later than September 1 of the year in which an activity described in Section 176.006(a), Local Government Code, is pending, and not later than 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 completed questionnaire in a year if the person has filed a questionnaire on or after June 1, but before September 1, of that year.

The Conflict of Interest Questionnaire may be downloaded from the Texas Ethics Commission's website at <https://www.ethics.state.tx.us/forms/CIQ.pdf>. You may also use the copy provided. See Attachment D-1.

Questions regarding House Bill 914 requirements should be directed to the District.

Completed forms should be sent submitted with the Bid.

**Attachment D-1
Conflict of Interest Questionnaire**

<p>CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>	

APPENDIX E
SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Firms receiving individual awards of \$100,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$100,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Name of Firm: _____

Signature of Authorized Official: _____

Printed Name: _____

Date Signed: _____

**APPENDIX F
CERTIFICATION OF RESIDENCY**

Chapter 2252 of the Texas Government Code relates to Resident versus Nonresident and the requirements governmental entities must follow when awarding contracts to Nonresidents. The pertinent portion of the Chapter is as follows:

2252.001...

"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.

"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.

2252.002...

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

- (1) the state in which the nonresident's principal place of business is located; or
- (2) a state in which the nonresident is a resident manufacturer.

Please complete the appropriate statement below:

A. I certify that _____ is a Resident of
(Company Name)

Texas as defined in Chapter 2252.

B. I certify that _____ is a Nonresident
(Company Name)

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

(City and State)

Signature: _____

Printed Name: _____ Date: _____

APPENDIX G

CERTIFICATIONS REQUIRED AS OF SEPTEMBER 1, 2017

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS &
BOYCOTTING OF ISRAEL**

[Govt Code 808 (HB89) and Govt Code 2252 (SB252)]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

_____ Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED
(CJ Legal) 20 USC 7926**

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of Wildorado Independent School District or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

_____ Initials of Authorized Representative of Vendor

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

WISD PURCHASING OFFICE (INTERNAL REVIEW):

Comptroller List was reviewed and The Vendor (IS) (IS NOT) on the lists (Circle one).

Verified by: (Name and Date): _____

APPENDIX I

DEVIATIONS / SIGNATURE PAGE

In the event the undersigned Respondent intends to deviate from the general terms, conditions, or specifications listed within this submittal, all such deviations must be listed on this page, with complete and detailed conditions and information also being attached. In the absence of any deviation entry on this form, the Respondent assures the District of their compliance with the Terms, Conditions, Specifications, and information contained within this SUBMITTAL.

Deviations:

The District will be the sole judge to determine if deviations are acceptable in meeting the needs of the District and participating members.

The District reserves the right to withdraw this request for qualifications at any time and for any reason. The District also reserves the right to award or not award this contract in any manner deemed to be in the best interest of the District.

Please make sure that you provide the following forms:

a.	Proof of Insurance	<u>Yes</u>	<u>No</u>
b.	Felony Conviction Notice	<u>Yes</u>	<u>No</u>
c.	Qualifications Form	<u>Yes</u>	<u>No</u>
d.	Non-Collusion Affidavit	<u>Yes</u>	<u>No</u>
e.	Suspension & Debarment	<u>Yes</u>	<u>No</u>
f.	Certification of Residency	<u>Yes</u>	<u>No</u>
g.	Conflict of Interest	<u>Yes</u>	<u>No</u>
h.	Required Addenda	<u>Yes</u>	<u>No</u>

All Respondents MUST COMPLETE this page.

Sign and Return with response or your submission may be considered Non-Responsive.

Our response is submitted according to: _____ Deviations listed above
_____ No Deviations

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

APPENDIX J

Firm/Team shall maintain insurance not less than the following:

Firm/Team agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverage and limits. The requirements contained herein, as well as District's review or acceptance of insurance maintained by Firm/Team is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Firm/Team's under this Contract.

1. Firm's "Designer(s) of Record" MUST have a current Texas Architectural and/or Engineering license(s) as appropriate for their portion of the design work.
2. Firm's "Builder" MUST have a current Texas Contractor's license with an unlimited building classification.
3. Lead Design-Build firm MUST have bonding capacity to provide a Labor and Material Payment and Performance bonds with coverage each equal to the total cost of the project.
4. Lead Design-Build firm MUST be able to get a Builder's Risk Insurance Policy for this project with coverage equal to the total cost of the project.
5. Lead Design-Build firm MUST agree to keep and maintain insurance for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish the District with certificates of insurance for each type of insurance described herein. The District reserves the right to negotiate different limits and coverage in the final contract.)

Commercial General Liability:	\$1,000,000 per occurrence	Commercial Auto
Liability:	\$1,000,000 combined single limit	Excess
(Umbrella) Liability:	\$1,000,000	
Workers' Compensation:	Statutory	
Employer's Liability:	\$1,000,000 each accident/total disease/employee	disease

Professional Liability (Errors & Omissions) coverage for Architect of Record and Engineer(s) of Record shall provide coverage not less than \$1 million per claim. (The District reserves the right to negotiate different limits and coverage in the final contract.)

All insurance companies must be authorized to do business in Texas.

Certificate of Insurance: Firm/Team agrees to provide the District with Certificates of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Firm/Team's insurer. If Firm/Team receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Firm/Team agrees to notify the District within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to the coverage no longer in compliance. Certificate Holder address should read:

Wildorado Independent School
1523 Locust
Wildorado, TX 79098

When a board makes a public work contract for constructing, altering, or repairing a public building or carrying out or completing any public work, it shall require the contractor, before beginning the work, to execute payment and/or performance bonds as specified below. The bonds shall be executed by a corporate surety in accordance with Insurance Code 7.19-1. The bond shall be payable to the board and in a form approved by the board. Gov't Code 2253.021(a), (d)–(e)

For a contract in excess of \$100,000, a performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents. The bond is solely for the protection of a district. Gov't Code 2253.021(b)

For a contract in excess of \$25,000, a payment bond shall be executed in the amount of the contract solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. Gov't Code 2253.021(c)

The selected firm will be required to comply with all bonding requirements.

Insurance and Bond Requirement Acknowledgement:

I understand the above requirements and agree to comply.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

APPENDIX K

Qualifications Acknowledgement Form

Submitted by: _____

Date: _____ Phone No: _____

To: Troy Duck, Superintendent

By tendering this response, the undersigned acknowledges and agrees to the following:

1. Receipt of this Request for Statement of Qualifications, Appendices and Attachments.
2. To hold open this response for a period of 30 (thirty) days following its submission.
3. To accept the right of the Owner to reject any and all responses to the Request for Statements of Qualifications, to waive formalities and to accept the response the Owner considers most advantageous.
4. To enter into a contract with the Owner for "design-build" services as specified in the Request for Statement of Qualifications and the response to the Request for Statement of Qualifications.
5. By signing, the undersigned affirms that, to the best of his knowledge, the response to the Request for Statement of Qualifications has been developed independently and is submitted without collusion with any other respondent or with anyone that would serve to limit competition in the award of this contract.
6. Each architect/engineer of the team was selected on demonstrated competence and qualifications in a manner provided by Texas Government Code §2254.004.
7. BY TENDERING A RESPONSE TO THIS RFQ, THE RESPONDENT ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A RESPONSE, AND THE PROCESS USED BY THE OWNER FOR SELECTING THE HIGHEST AND BEST RESPONDER. FURTHER, BY SUBMITTING A RESPONSE, THE RESPONDENT FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST OWNER OR ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY RESPONSE SUBMITTED IN RESPONSE TO THIS RFQ.

Authorized Signature

Title

Name of Contracting Firm

Address

Telephone

Email

APPENDIX L

Required Workers' Compensation Coverages

REQUIRED WORKERS' COMPENSATION COVERAGES 28 TAC 110.110(c)(7), adopted to implement Texas Labor Code 406.096

The District shall use the following language for bid specifications and contracts for building or construction, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;

Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

Obtain from each other person with whom it contracts, and provide to the contractor:

A certificate of coverage, prior to the other person beginning work on the project; and

A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

Contractually require each person with whom it contracts to perform as required by items 1–6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

APPENDIX M

PROPOSAL FORM*

***ONLY TO BE COMPLETED BY SHORT-LISTED RESPONDENTS,
UPON REQUEST BY OWNER**

WILDORADO INDEPENDENT SCHOOL DISTRICT

Submitted by: _____

Date: _____ Phone No.: _____

To: (mail or hand delivery)

Wildorado Independent School District
Attn: Troy Duck, Superintendent
1523 Locust
Wildorado, Texas 79098

Having examined the documents for RFQ 2018-02 prepared by Wildorado Independent School District, dated May 17, 2018 and having examined site conditions, the undersigned proposes to perform all work as a design/build firm for the above-named Project(s). With an agreed upon GMP, the undersigned proposes to furnish all labor, equipment and materials to complete the above-named Project(s).

PROPOSED FEES

Based on your Firm's plan to complete this Project, indicate your proposed fees and prices for the Scope of Work for this Project. Base the computed fees below on the estimated construction budgets as stated in this Proposal.

Design Services _____ % (\$ _____)

Construction Services: _____ % (\$ _____)
(inclusive of all of mark up and profit)

General Conditions Cost Estimate: \$ _____

i. (itemize/attach list of categories) _____

Other Costs (if any specify below):

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____

TOTAL \$ _____
(from all costs above)

ACKNOWLEDGEMENT OF PROPOSAL

Company Name: _____

Address: _____

Contact Person: _____

Office Phone: _____

Mobile Phone: _____

e-mail: _____

Fax: _____

It is understood that the Owner reserves the right to reject any or all Proposals, or waive any informalities in the Proposal process.

Authorized Signature

Title (Seal, if a Corporation)

State whether Corporation,
Partnership or Individual

Name of Contracting Firm

Address

Telephone

THIS PROPOSAL FORM MUST BE SUBMITTED BY June 28, 2018 at 2:00 pm.