



**AUBREY INDEPENDENT SCHOOL DISTRICT**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**CONSTRUCTION MANAGEMENT AT RISK SERVICES**

**(Two-Step Process)**

**New Middle School #2**

July 2022

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## **SECTION I – INSTRUCTIONS TO PROPOSERS**

Pursuant to the provisions of the Texas Government Code, Chapter 226g, Subchapter F, it is the intention of the Aubrey Independent School District to select, via a Two-Step Method, Request for Qualifications, (RFQ) for Construction Manager at Risk for the projects described in the table in Section II. For the purposes of this document, 'Aubrey ISD' shall be referred to as "The Owner." The project(s) are described in the following table.

This Request for Qualifications (RFQ) contains information and instructions to enable interested Proposers to prepare and submit a Qualifications Submittal and Cost Submittal (**Step-2 Only**) as well as information on the selection process.

1. **PRE-RESPONSE QUESTIONS.** All questions regarding clarification or interpretation of the RFQ will be submitted in writing by the Proposer, and must be received by **2:00 P.M., July 29, 2022**. No questions will be addressed unless provided in writing. The District, through Huckabee, will provide a response to questions to all Proposers who have received an RFQ directly from Huckabee. All correspondence pertaining to this RFQ should be addressed to:

Luke Powell, RID  
Huckabee & Associates, Inc.  
801 Cherry Street, Suite 500  
Fort Worth, Texas 76102  
Email: luke.powell@huckabee-inc.com  
Fax: 817-377-2303

**And**

Eric Hough  
Aubrey ISD  
415 Tisdell Lane  
Aubrey, Texas 76227  
Email: ehough@aubreyisd.net  
Fax: (940) 365-2627

2. **SUBMISSION OF PROPOSAL RESPONSES.**

- 2.1. Submission.

- 2.1.1. The Qualifications Submittal and Cost Submittal (Step-2 Only) responses shall be returned in an envelope or package marked on the outside with the Proposer's name, address and proposal information listed below.
- 2.1.2. Qualifications Submittal and Cost Submittal (Step-2 Only) responses must be returned in sufficient time so as to be received and time stamped by the District on or before the time and date shown on this RFQ. It is the sole responsibility of the Proposer to ensure timely delivery of the Qualifications response. The District will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Proposer.
- 2.1.3. Receipt of any Addenda must be acknowledged by signing in the space provided on the attached Cost Proposal Certification Form to be enclosed with the Proposer's response.
- 2.1.4. The package containing your Qualifications Submittal, one (1) original and five (5) copies, and separate Financial Information and Cost Submittals (Step-2 Only), should be plainly marked:

**Qualifications Submittal (or) Cost Submittal (Step-2 Only) for  
Construction Manager-at-Risk  
Aubrey Independent School District**

2.2. Closing Time.

2.2.1. All Qualifications Submittal and Cost Submittal (Step-2 Only) responses must be received in the District's Administration Office no later than the time and date listed below. Reference the RFQ and closing date on any correspondence. Qualifications will be received by the District at the following location and time:

Time/Date: Proposals received until **2:00 PM August 12, 2022.**

Place: Deliver proposals to:

Eric Hough  
Aubrey ISD  
415 Tisdell Lane  
Aubrey, Texas 76227  
Email: ehough@aubreyisd.net  
Fax: (940) 365-2627

2.2.2. On the above date and location, the Qualification responses will be publicly opened and the respondents' names read aloud.

2.2.3. Qualification responses received after the published time and date shall not be considered.

**3. REQUIRED SUBMITTAL CONTENTS.** The District has established guidelines to facilitate review and evaluation of each Proposer's response. The Proposer will include and organize their response in accordance with the following:

3.1. Number of Qualifications Submittal and Cost Submittal (**Step-2 Only**) Responses. **One (1) original and five (5) copies (without Section III. Item 2. Confidential Financial Information). Submit one (1) copy of response to Section III. Item 2. Confidential Financial Information and one (1) copy of the Cost Forms (Step-2 Only) in separately sealed envelopes clearly marked with the same information as Section 2 above.**

3.2. Order of Response Information

3.2.1. Cover Letter – One (1) page

3.2.2. Questionnaire Response

3.2.3. Certification Form

3.2.4. Cost Form(s) (**Step-2 Only**)

3.3. Each Proposer shall furnish the information required by this RFQ and in the order required. The person signing the Proposal Response Certification Form must be a person authorized by the proposing firm to sign the proposal and bind the firm thereto.

#### 4. **CMR SELECTION.**

4.1. Upon receipt, the District will review the RFO responses, conduct interviews if deemed appropriate, and make recommendations to the Board of Trustees.

##### 4.2. Selection Process

4.2.1. THIS IS A NEGOTIATED PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest fee/cost Proposal.

4.2.2 **The Owner will evaluate all qualifications on the basis of four (4) of the selection criteria listed below. The remaining three (3) criteria will be reviewed to evaluate up to the top five (5) proposers. A weighted value for each of the areas listed below is assigned and will be used in determining the Construction Manager which provides the Owner with the "Best Value."**

4.2.3 Each item will be rated by assigning a point value between 1 (not acceptable/poor) and 10 (excellent). Each of the point values will then be multiplied by the weighted value to produce a score for that Area. The Owner reserves the right to conduct interviews with as many firms as it deems necessary, in its sole discretion.

##### 4.3. Evaluation.

4.3.1. The Construction Manager at Risk (CM@R) will be selected via the two-step evaluation process, pursuant to Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, Subchapter F.

4.3.2. Upon receipt of Qualifications Submittals, the Evaluation Team will review and evaluate the proposals based on the following evaluation criteria:

- Area 1 (05%): Organization**
- Area 2 (18%): Experience of the Construction Manager (CM)**
- Area 3 (12%): Financial Strength**
- Area 4 (20%): Past Performance of the CM/CM@R Methodology**
- Area 5 (15%): Job Safety**
- Area 6 (20%): Proposed Personnel and Management Team**
- Area 7 (05%): Reputation**
- Area 8 (05%): Uniqueness**

4.3.3. The District reserves the right to conduct interviews or other additional evaluation processes that are deemed necessary by the District to assist in a complete and thorough evaluation of the proposals.

4.3.4. An administrative recommendation (based on "Best Value") will be made to the Board of Trustees at a future Board Meeting based on the Proposer receiving the highest evaluation score.

4.3.5. It is the District's intent to award all projects to a single proposer. However, if the District finds that it is in its best interest to award the work to multiple proposers, the District reserves the right to do so and may, in its sole discretion, subdivide the work to more than one proposer.

#### 5. **RESERVATIONS.** The District has the right to:

5.1. Waive any minor informality in any Proposal procedure.

5.2. Reject or cancel any or all Proposal responses.

5.3. Reject the Proposer's response based on partnerships(s) and/or any other factor the District deems not in the best interest of the District.

5.4. Extend the Proposal opening time and date.

5.5. Reissue a new Request for Qualifications and/or Proposal.

5.6. Consider and accept any Proposal response that is considered in the best interest of the District.

5.7. The District may make an award without discussion with any Proposer, after

Qualifications Submittal and Cost Submittal (**Step-2 Only**) responses are received and evaluated.

- 5.8 Open Records Requirement – All documents submitted as part of the Contractor’s Proposal response will be deemed confidential during the evaluation process. Contractor Proposal responses will not be available for review by anyone other than the District staff or its designated agents. Following award of a contract, all Proposals become public documents and are available for public viewing upon written request to the District except where Proposal information is considered to be confidential or a trade secret belonging to the Proposer and, if released, would give advantage to a competitor. Such information should be clearly marked by Contractor: “CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION”. Please note that all information is subject to the Texas Public Information Act.
- 5.9 Availability of Funds – In the event that sufficient funds are not available for the project, the District reserves the right to negotiate the scope of this contract, delay implementation, reject all Proposals, or award another type of contract other than that required in this RFQ.

**6. THE CONTRACT.**

6.1. The Owner proposes to base the Owner/Construction Manager Agreement on the AIA Document A133-2019 as amended and modified by **Aubrey ISD**. In addition, General Conditions of the Contract for Construction will be AIA Document A201-2017 as amended and modified by **Aubrey ISD**. **Any objections to these documents shall be noted in writing at the time of this submission.**

6.2 Expectations of the Construction Manager, (See Attachment 'A'):

6.2.1 *AIA Document A133-2009 shall be further amended to include language included in the attached 'CM @ Risk Expectations' document.*

6.3 **Subcontractor bonds will be required for contracts greater than \$25,000 in value. A performance bond is required for contracts in excess of \$100,000 in value.**

**SECTION II – PROJECT SCOPE and INFORMATION**

Pursuant to the provisions of the Texas Government Code, Chapter 226g, Subchapter F, it is the intention of the Aubrey Independent School District to select, via a Two-Step Method, Request for Qualifications, (RFQ) for Construction Manager at Risk for the construction of the projects described in the following table. For the purposes of this document, 'Aubrey ISD' shall be referred to as "The Owner."

Construction is contingent upon certain activities being completed within a SPECIFIC timeframe, which will permit the school to meet its contemplated schedule. If these activities are not completed when required, the District may not proceed with construction as anticipated in this RFQ.

Project	Approximate Square Footage New	Approximate Square Footage Renovation	Construction Budget <u>Including CMR Fees</u>	Construction to Start	Substantial Completion	Facility to Open
Middle #2	180,000	N/A	\$66,775,000	9/1/2023	5/1/2025	8/1/2025

**TOTAL ESTIMATED VALUE: \$66,775,000.00**

## **SELECTION SCHEDULE**

**RFQ Released** – 7/22/2022 (Published in the newspaper 7/22/2022 and 7/29/2022)

*The Request for Qualifications is released to the public for potential Construction Management firms to pick up.*

**Qualifications Submittal Due (Step 1)** – 2:00 P.M. 8/12/2022

*The Owner shall receive, publicly open, and read aloud the names of the offerors in accordance with Texas Government Code, Chapter 2269, Subchapter F. (Please submit six (6) copies, in accordance with the Instructions in Section I.)*

**Pre-Response Questions** – Received no later than 2:00 P.M. on 7/29/2022. The answers to questions will be posted on line no later than 8/1/2022.

**Review/Select/Short-list** – 8/15/2022 – 9/2/2022

*The Owner's Review Committee shall review all RFQ submittals. In accordance with Texas Government Code, Chapter 2269, Subchapter F, 'the district may request that five or fewer offerors, selected solely on the basis of qualifications, provide additional information, including the CM's proposed fee and its price for fulfilling the general conditions.'*

**Cost Submittal Due, (Step 2)** – 9/8/2022 by 2:00 PM

*The Owner shall receive, publicly open, and read aloud the names of the offerors and their fee amounts in accordance with Texas Government Code, Chapter 2269, Subchapter F.*

**Interview Firms on Short-list (If Necessary)** – 9/12/2022 – 9/19/2022

*Should the Owner choose, interviews with the short-listed firms will be held during this time.*

**Recommendation to School Board** – 9/21/2022/2022 at 6:30 PM

*The Owner's Review Committee will make its evaluation and ranking recommendation to the Board of Trustees on this day.*

**Proposals are to include the information requested in the attached Questionnaire in the sequence and format prescribed. Failure to do so will result in reduction of points or disqualification.**

In addition to and separate from the requested information, organizations submitting may provide supplementary materials further describing their capabilities and experience (limited to three (3) pages).

**Contact with the District during the Proposal Process.** Offerors are not permitted to contact any Aubrey ISD Board of Trustee member, officer, or employee during the Proposal Process. No gratuities of any kind will be accepted, including meals, gifts, or trips. **Violation of these conditions will subject offeror to immediate disqualification.**



### **SECTION III – QUESTIONNAIRE**

**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. Organization: (5%)**

- 1.1 Name of Firm:  
Address of Principal Office:  
Telephone and Fax:  
Email:  
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 Dallas/ Fort Worth Texas area?
- 1.9 What is the dollar value of work done within a 75-mile radius of the District, for the three-year period of 2019-2022, 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.

#### **2. Experience of the Construction Manager (CM): (18%)**

- 2.1 Work over the last five years: List each of the last 10 Texas public school projects constructed by your organization (do not omit projects). For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, delivery method used, date of notice to proceed, contractual completion date, actual completion date, owner and architect (and their telephone numbers), and what type of project (new or addition/renovation).
- 2.2 What percentage of your work in the last five (5) years has been Texas public school

construction?

2.3 Is the firm knowledgeable about and experienced in the Aubrey, Texas construction market?

2.4 Has the firm worked for the Owner in the past? If so, when and in what capacity? Was the work satisfactory to the Owner? Was the work finished in budget? Was the work finished on time?

2.5 What percentage of your work for the past ten (10) years has been for repeat clients? Please break down between commercial and educational clients.

2.6 List projects (Similar Projects) in the past five (5) years that demonstrate your ability to complete the projects in the above-mentioned schedule or less. What strategies were implemented in order to accelerate the schedule accordingly?

2.7 List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces or to bid all work to subcontractors?

2.8 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

2.9 Claims and suits (If the answer to any of the questions below is yes, please attach details).

2.9.1 Has your organization ever failed to complete any work awarded?

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

2.9.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?

2.10 Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

2.11 Please provide examples of work that your firm considers to be exceptional. Also, list the project and contact and telephone number.

2.12 List five (5) school projects where your firm, as a Construction Manager-at-Risk, has had input in building design and has demonstrated leadership, innovation, and technical expertise. Give examples of your input.

2.13 List the HVAC, electrical, plumbing, drywall, and masonry subcontractors for your last five (5) school projects, along with contacts and telephone numbers.

### 3. **Financial Strength: (12%)**

3.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

\* Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

\* Noncurrent assets (e.g., net fixed assets, other assets).

\* Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

\* Noncurrent liabilities (e.g., notes payable).

\* Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).

3.2 Name and address of firm preparing attached financial statement and date thereof.

3.3 Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

3.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

- 3.5 Provide name, address and telephone number of your financial institution.
- 3.6 Surety: Name of bonding company and name and address of agent. Performance and Payment Bonds for 100% of the construction cost will be required upon submission of the guaranteed maximum price (GMP).
- 3.7 Bonding Capacity: Provide total bonding capacity, and list current capacity obligated.

**4. Past Performance of the CM@R Methodology: (20%)**

- 4.1 Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phase. It is possible that the GMP may be requested prior to completion of construction documents. Is this acceptable to you?
- 4.2 Construction Manager's Fee: Please complete Attachment E herein (**Step-2 Only**). The possibility exists that the District will enter into a fixed sum contract with the Construction Manager. The discussion of fees and total cost for performing the Work will be limited to the Final Selection Process, after firms have been ranked. This sum will include overhead, profit, outside supervision, pre-construction services, etc. as listed in Attachment E. Describe the method of payment your firm would desire, including when various fees would be due. If the District is unable to negotiate an Agreement Fee Structure with the first ranked firm, they will move to negotiate with the next firm until an agreement is reached pursuant to Texas Government Code, Section 2269.254.
- 4.3 General Condition Cost: Please complete Attachment E herein (**Step-2 Only**), that lists the general condition cost to be used by the Owner and the contractor awarded the project(s). If additional items are to be included, please provide an additional sheet listing those and their respective monthly cost. **A sheet should be completed for each project that you want to participate in.**
- 4.4 Savings: Describe your organization's concept and reasoning for the disbursement of savings realized during construction.
- 4.5 Contingencies: Describe your organization's concept for cost contingencies during design and during construction. What is your organization's concept for the disposition of contingency funds after the completion of the project?
- 4.6 Cost Information: Your firm would be required to make all cost information during design and construction available to Owner and architect. Describe how this information would be furnished and how the Owner and architect would be assured that it is complete and accurate.
- 4.7 Please provide examples of pre-construction services provided in past school projects and the results of those services. Also, list the school project and project contact and telephone number.
- 4.8 Provide five (5) examples of your input and ideas during the design phase of school projects that has resulted in:
- Improved air quality,
  - Reduced maintenance and/or operating costs, and/or
  - Reduced construction cost, and/or resulted in a better school facility.
- 4.9 List five (5) school project examples where your firm has provided cost saving ideas after establishment of the GMP and your ideas and efforts have resulted in decreasing the cost of construction and/or shortening of the construction schedule. Provide details.
- 4.10 How does your firm propose to deal with current or anticipated steel, concrete, and petroleum-based product cost escalation in the marketplace, relative to the completion of this project?
- 4.11 How does your firm propose to handle current or anticipated supply chain issues in the marketplace, relative to the completion of this project?

- 4.12 Describe your firm's warranty program, in particular, staffing, reporting, follow-up procedures.
- 4.13 What is your record and philosophy on Change Orders?

**5. Proposed Personnel and Management Team: (15%)**

- 5.1 Are the CM's personnel experienced in similar school projects?
- 5.2 Have the proposed personnel demonstrated the ability to achieve quality work?
  - 5.3 Given the scope and schedule of the project, identify the specific Job Superintendent, Assistant Job Superintendent, Project Manager, Assistant Project Manager, Estimator and Field Operations personnel who would work on the project(s). Provide a resume and references for each individual. Prior to contracting with a construction management firm, the Owner, should they choose, will interview the Project Manager/Job Superintendent who will be assigned to the project(s). The Project Manager/Project Superintendent will be required to remain on the project through final completion unless the Owner directs for any personnel to be removed. The CM may request that a Project Superintendent or a Project Manager be removed from the project only with the approval of the Owner.

**6. Reputation: (20%)**

- 6.1 Demonstrate examples of the CM "Team Player" relationship and how any adversarial situation during construction was remedied.
- 6.2 Has the CM demonstrated a long-term presence in the DFW/ North Central Texas market?
- 6.3 Have past clients expressed a willingness to work with the CM again?
- 6.4 For six of the ten projects listed above (*reference item 2.1*), identify a representative of the owner and a representative of the architect (provide name, telephone/fax numbers) whom we could contact as references regarding your organization's services. References should include owners of education projects of comparable scope.
- 6.5 Claims and suits. (If the answer to any of the questions below is yes, please attach details.)
  - a. Has your organization ever failed to complete any work awarded?
  - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
  - c. Have there been any judgments, claims, arbitration proceedings or suits against your organization or its officers in the last ten (10) years?
  - d. Has your organization filed any lawsuits or requested arbitration with regard to construction projects within the last five (5) years?

**7. Job Safety: (5%)**

- 7.1 Provide information pertaining to your firm's accident frequency rate and modifier for the last five years. Include a copy of your firm's safety program.
- 7.2 How does your firm propose to maintain a safe working environment around a busy school site?
- 7.3 Has your firm had any major accidents in the past ten years? Deaths, Workers Comp claims, etc. If yes, please explain processes put in place to prevent similar incidents.

**8. Uniqueness: (5%)**

What do you feel is unique about your firm's contribution to the **Aubrey Independent School District** building program?

*End of Questionnaire*

## ATTACHMENT 'A'

### Construction Manager at Risk Expectations

#### Pre-Design

Complete constructability review.  
Establish Project Goals and Priorities with Owner and Architect.  
Establish and/or confirm overall budgets with Owner and Architect.  
Establish procedures for decision-making, review, etc.  
Develop an Overall Management Plan and CPM Scheduling Plan of critical design and construction dates in order to accomplish the stated objectives.  
Develop, implement, and monitor cost model for continuous budget control.  
Prepare Design Change Order control system for elected modifications.  
Complete phase cost estimate.

#### Schematic Design

Prepare Conceptual Estimate from design sketches.  
Hold Technical Review Sessions with Owner and Architect.  
Consult with the Owner and Architect on means and methods of construction.  
Review Schematic Design documents and report on the following items:  
a) Analyze the potential for use of systems components.  
b) Submit to Owner and Architect any special input relative to time and cost control of the plan.  
c) Prepare "Cost Evaluation" Studies relative to value engineering.  
Generate a Critical Data Schedule.  
Prepare a professional construction CPM network for the issuance of Proposal Packages.  
Complete phase cost estimate.

#### Design Development

Review the Design Development documents with the Owner and Architect.  
Revise and update the Critical Data Schedule sheet.  
Develop and arrange Pre-bid Packages.  
Prepare a site use study to be used for allocation of space for construction storage, lay-down areas, parking and temporary facilities.  
Prepare a Cash Flow Analysis for both the design and construction phases.  
Complete constructability review.  
Prepare a detailed estimate based on available design drawings in a CSI or Subcontractor bid format.

#### Construction Documents

Complete phase cost estimate in the CSI format at 50% and 95%.  
Complete constructability review at 50% and 95%.  
Review the drawings and project manual relative to the bid packages and notify Owner and Architect of inconsistencies.  
Develop Bid Package requirements, phasing, work restrictions.  
Determine bid date and time.  
Publish advertisement for proposals.  
Schedule and conduct Pre-bid conferences.  
Update Project Budget and Schedule consistent with final construction documents.

#### Proposals & Negotiations

Distribute documents to plan rooms, subcontractors and suppliers.  
Solicit bids from subcontractor and suppliers on advertised day.  
Negotiate with subcontractors as necessary to meet the current budget.  
Compile list of subcontractors and suppliers to form Guaranteed Maximum Price.  
Present the GMP to the School Board for approval.  
Scope and execute contracts with selected subcontractors and suppliers.

**ATTACHMENT 'B'**

**FELONY CONVICTION NOTIFICATION**

Texas Education Code, Section 44.034, 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

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

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION  
PLEASE COMPLETE THE INFORMATION BELOW**

I, undersigned agent for the firm/vendor named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: \_\_\_\_\_

AUTHORIZED VENDOR/COMPANY OFFICIAL'S NAME (PRINTED):  
\_\_\_\_\_

DATE: \_\_\_\_\_

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

\_\_\_\_\_  
Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official: \_\_\_\_\_

***TABULATION  
WORKSHEETS  
(COST PROPOSAL)  
AND  
ADDITIONAL  
ATTACHMENTS  
FOLLOW***

**(Complete and Submit in Step 2 Only)**

## ATTACHMENTS C AND D

The awarded contractor will be expected to execute the AIA Document A133 – 2019, as modified by the District, and the AIA Document A201-2017, as modified by District. These documents may be reviewed at the Aubrey Independent School District, 415 Tisdell Lane, Aubrey, Texas 76227, or at the following link:

<http://www.aubreyisd.net/Page/8983>



**SECTION IV - COST FORM**  
**ATTACHMENT 'E'**

**PROPOSAL FORM**  
**for CONSTRUCTION MANAGEMENT SERVICES**  
**AUBREY INDEPENDENT SCHOOL DISTRICT**

NOTE: CM AT RISK PROPOSER SHALL FILL IN AMOUNTS FOR ALL APPLICABLE COST FOR EACH PROJECT AND PROVIDE TOTAL FOR EACH LINE. IF THERE IS NO COST BY THE PROPOSER FOR AN ITEM, THE PROPOSER MUST PLACE A ZERO TO ILLUSTRATE NO COST. IF A LINE ITEM IS NOT REASONABLY PRICED BY THE PROPOSER, THE OWNER WILL ASSUME AN AVERAGE COST (FROM OTHER PROPOSERS) FOR THAT ITEM. THE OWNER WILL NOT ALLOW ANY ITEM LISTED BELOW TO BE TRANSFERRED TO SUBCONTRACTORS OR TO THE "COST OF THE WORK" UNLESS NOTED BY THE OWNER ON THE PROPOSAL FORM INCLUDED IN THE RFQ DOCUMENTS.

Summary		
1	Pre-construction fees	\$
	Construction services percentage:	%
2	Construction budget amount including CMR Fees:	\$
	Construction fee amount = % x budget amount: (not including General conditions – line 4)	\$
3	Field & office staff cost: (from line 33 below)	\$
4	General conditions (from line 87 below)	\$
5	Total = (Pre-Construction + Construction Services Fee + Field & Office Staff + General Conditions)	\$

**Proposal Signature & Acknowledgement of Addenda:**

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Name of Company \_\_\_\_\_ Signature /title \_\_\_\_\_

Staff to be charged to the project: Include all necessary overhead, insurances, and multipliers within each line where applicable. General home office staff will be included in Construction Fee.		
6	Project Manager (Part-Time)	\$
7	Number of weeks included	W
8	Percentage of time dedicated to the project	%
9	Superintendent On-Site (Full-Time)	\$
10	Number of weeks included	W
11	Percentage of time dedicated to the project	%
12	Assistant Project Manager On-Site (Full-Time)	\$
13	Number of weeks included	W
14	Percentage of time dedicated to the project	%
15	Assistant Superintendent On-Site (Full-Time)	\$
16	Number of weeks included	W
17	Percentage of time dedicated to the project	%
33	<b>Subtotal for Field &amp; Office Staff</b>	<b>\$</b>

General conditions: Include all necessary overhead, insurances, taxes and multipliers within each line where applicable:		
34	Field office including accommodations for architect:	\$
35	Job office including rental, moving and set-up	\$
36	Office equipment	\$
37	Computers	\$
38	Office supplies	\$
39	Phone, fax and internet service	\$
40	Utilities for job office	\$
41	Drinking water, ice, cups, coffee and etc. for meetings	\$

42	Office furniture & furnishings	\$
43	Postage and express shipping costs	\$
44	Miscellaneous document printing	\$
45	Janitorial services	\$
46		
47	Staff support services:	\$
48	Vehicle, rental, fuel and insurance	\$
49	Cell phone	\$
50	Travel expenses (travel/meals/lodging)	\$
51	Two way radios	\$
52		
53	Miscellaneous project requirements:	\$
54	Temporary project signage	\$
55	Layout	\$
56	Project photos	\$
57	Progress schedules	\$
58	Power consumption	In cost of work
59	Water consumption	In cost of work
60	Climate protection	\$
61	Temporary sanitary facilities	\$
62	Equipment / storage trailers	\$
63	General handling & hoisting, fuel & maintenance	In cost of work
64	Temporary fire extinguishers	\$
65	Safety equipment, labor & supplies	\$
66	Field engineering labor, equipment & supplies	\$
67	Small tools and consumables	\$
68	Temporary fencing	\$
69	Erosion control	\$
70	Barricades/protection/Safety Rails/Equipment	\$
71	Equipment Rentals/Scaffolding	\$
72	Construction clean up (daily and weekly)	\$
73	Final cleaning (site & building)	\$
74	Dumpsters (rental & disposal costs, exclude demolition)	In cost of work
75	Accounting and Data processing fees	\$
76	AGC and other association fees if member	\$
77	Independent testing and inspections	By Owner
78	Permit and impact fees	By Owner
79		
80	CM Insurance & bonding:	\$
81	Builder's risk insurance	\$
82	General commercial liability	\$
83	Umbrella / excess liability	\$
84	All other insurance required	\$
85	Performance & payment bonds (Contractor and Subcontractor)	\$
86		
87	<b>Subtotal for General Conditions</b>	<b>\$</b>

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Request for Qualifications, including all forms and attachments included and/or referenced herein, if accepted within forty-five (45) calendar days after Solicitation closing. Additionally, the Offeror has received the Addenda to this RFQ, specifically, Addenda No. (s): \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Person Authorized to Sign Proposal)

Printed Name: \_\_\_\_\_  
(Please print or type)

Telephone: \_\_\_\_\_

Or: \_\_\_\_\_

Fax: \_\_\_\_\_

Web Address: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 'F'**

**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 Aubrey 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: \_\_\_\_\_

**ATTACHMENT 'G'**

**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: \_\_\_\_\_

**ATTACHMENT 'H'**

**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: \_\_\_\_\_

## ATTACHMENT 'I'

### CONFLICT OF INTEREST NOTICE Aubrey 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 Aubrey 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 Aubrey ISD is responsible for complying with any applicable disclosure requirements. Aubrey ISD will post the required completed questionnaires on its website.

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/data/forms/conflict/CIQ.pdf>. You may also use the copy provided.

Questions regarding House Bill 914 requirements should be directed to the District. Completed forms should be sent submitted with the Bid.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**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.

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?

Yes  No

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?

Yes  No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.003(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator 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.

**ATTACHMENT 'J'**

**CERTIFICATIONS REQUIRED AS OF SEPTEMBER 1, 2017**

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

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

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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. [Note: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue.]

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED**

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**(CJ Legal) 20 USC 7926**

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of Aubrey 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 #: \_\_\_\_\_

**AISS PURCHASING OFFICE (INTERNAL REVIEW):**

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

Verified by: (Name and Date): \_\_\_\_\_

**ATTACHMENT 'K'**

**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	Yes	No
b.	Felony Conviction Notice	Yes	No
c.	Cost Proposal	Yes	No
d.	Non-Collusion Affidavit	Yes	No
e.	Suspension & Debarment	Yes	No
f.	Certification of Residency	Yes	No
g.	Conflict of Interest	Yes	No
h.	Certification Regarding Terrorist Organizations and Employment Assistance	Yes	No
i.	Required Addenda	Yes	No

**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:** \_\_\_\_\_