

**REQUEST FOR QUALIFICATIONS (RFQ)
RFQ No. 24-001**

**CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES
(CMAR - STEP ONE OF TWO STEP PROCESS)**

For

**THE CONSTRUCTION/REMODEL BOND PROJECTS of NATALIA ISD
ELEMENTARY & CTE/AG BUILDINGS in NATALIA, TEXAS**

Issued by

Natalia Independent School District

Date issued: October 16th, 2024

Responses to this RFQ must be received no later than November 7, 2024 at 2:00 pm CST

Submittals will accepted by mail or via hand delivery to:

NISD District Office

Attn: Norma Friddle

805 Pearson

PO Box 548

Natalia, Texas 78059

A Pre-Submittal Conference is scheduled for

Date: October 24th, 2024

Time: 1:30pm CST

Location: Natalia ISD District Office

805 Pearson

Natalia, Texas 78059

Last Day for Questions

Date : November 1st, 2024 at 2 :00 PM CST.

Natalia ISD is always conscious and extremely appreciative of your time and effort in the preparing of this information. **RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

Key Events Schedule:

The following timeline has been established for this RFQ which is subject to amendment by the District:

Issue Request for Qualifications	Date: October 16 th , 2024.
Pre-Submittal Conference	Date: October 24 th , 2024.
Interpretation/Change Request Deadline	Date: November 1st, 2024
RFQ Submittal Deadline	Date: November 7th, 2024
Recommendation to Award	Date: Tentatively TBD.

A. PURPOSE

In accordance with Texas Government Code Chapter 2269, Subchapter F, this Request for Qualifications (RFQ) is issued by Natalia ISD (hereinafter referred to as “Owner” or “District”) to solicit submissions from qualified firms interested in providing Construction Manager-at-Risk (CMAR) services for The Construction/Remodel Bond Projects of Natalia ISD Elementary and CTE/AG Buildings (hereinafter referred to as “Project”) and described in further detail below.

B. PROJECT DESCRIPTION: The Project will consist of: Remodeling the Elementary School Buildings which will include additional classrooms, library and playground spaces, rest rooms, offices, a new entrance to the elementary school and student drop off location. The Project will also consist of remodeling Career Technical Education CTE-AG Building which will include the Build-Out of Training Labs/Shop Spaces.

C. PRE-RESPONSE QUESTIONS AND CONFERENCE

All questions regarding clarification or interpretation of the RFQ must be submitted in writing and must be received by no later than November 1, 2024 at 2:00 pm. Questions must be submitting in writing via e-mail to: Derek Bird, Director of Operations - Central Texas - AG|CM Inc., Dbird@agcm.com, and must reference RFQ No. 24-001.

A voluntary Pre-Submittal Conference will be held on October 24th, 2024 at 1:30pm CST at the Natalia ISD District Office, 805 Pearson, Natalia, Texas 78059.

The purpose of this conference is to discuss with the Proposed Respondents the service to be provided and for the Proposed Respondents to ask questions arising from their review of the Request for Qualifications. This pre-submittal conference is for informational purposes only. Answers furnished will not be official until verified in writing by the issuing office or department. Answers that change or substantially clarify the Request for Qualifications will be affirmed in writing. Copies will be provided to all persons attending and registering at the pre-submittal conference.

D. PUBLICATION. This RFQ shall be available for viewing and free download at [Purchasing Office - Natalia Independent School District \(nataliaisd.net\)](http://Purchasing Office - Natalia Independent School District (nataliaisd.net)) and available to

interested individuals and entities (“Respondents”) from the Date Issued until the Due Date and Time.

E. SUBMISSIONS. Submissions must be received by Natalia ISD by no later than November 7, 2024 at 2:00 pm.

Qualifications must be properly identified with the RFQ Title and RFQ No. 24-001.

Respondents must submit their Statement of Qualifications (SOQ), the response letter/signature page, the questionnaire and all additional documents.

Qualifications must be submitted in one (1) original, so labeled, and five (5) hardcopies of all documents in a sealed envelope and manually signed in ink by a person having the authority to submit firm’s information and qualifications, as well as one (2) electronic copies on USB in PDF format and must be delivered in a sealed envelope via mail or hand delivery to:

**NISD District Office
Attn: Norma Friddle
805 Pearson
Natalia, Texas 78059**

Faxed or Emailed submissions will not be accepted. Submissions received after the stated submission time will not be considered.

Place for Submission:

Responses must be submitted to the District by mail or hand delivery as follows:

Natalia ISD District Office
Attn: Norma Friddle, Assistant Superintendent Business and Support Services
805 Pearson
Natalia, Texas 78059

It is the responsibility of each Respondent to make sure responses are submitted in a timely manner. The ISD is not responsible for delays in mail delivery, or failure of couriers to deliver responses prior to the expiration of the deadline for submission. The ISD shall not be obligated to reimburse any expenses incurred by the Respondent in preparing a response that is not accepted or considered.

F. CONTACT PERSON

Any questions or concerns regarding this Request for Qualifications shall be directed to the AG|CM on behalf of Natalia ISD, in accordance with Section C herein.

Derek Bird - Director of Operations – Central Region
Dbird@agcm.com

The District specifically requires that Respondents restrict all contact and questions regarding this RFQ to the above named individual and requires that all questions or requests for interpretation be submitted in writing to the email address submitted in this section in compliance with the timelines set forth in Section C.

G. CMAR SERVICES: The awarded CMAR will perform pre-construction and construction services working with the Architect (Pfluger), the District’s Representative (AG/CM Inc.), and Natalia ISD Superintendent & staff. In seeking a CMAR, the District is looking for a qualified General Contractor, with prior Construction Manager experience in the construction of similar school district, facilities construction & remodeling projects.

1. The CMAR shall work with the Architect during the design phase prior to construction, to analyze the Architect’s design, including the Plans and Specifications, to ensure the feasibility and constructability of the Project design. Additionally, the CMAR shall assist in bringing the estimated construction cost of the Project within the Construction Budget through value engineering, the selection of construction systems and materials, cost estimating, scheduling, and other means, without adversely affecting the capacity and quality of the Projects.
2. The CMAR will issue a projected cost of construction during the various phases of the design process. When construction documents are at 95% completion or before, the CMAR shall issue to the Owner a Guaranteed Maximum Price (GMP) and associated schedule for the construction of the Projects, which is within the Construction Budget. The CMAR will serve as the General Contractor for the Project during the construction phase.
3. Statutory Requirements for a Construction Manager-at-Risk Contract under Texas Government Code Section 2269 - Contracting and Delivery Procedures for Construction Projects and Natalia ISD Requirements:

A “Construction Manager-at-Risk (CMAR)” is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a General Contractor and provides consultation to the City regarding construction during and after the design of the facility.

Architects and Engineers: The District has selected the Architect (Pfluger) to prepare construction documents for the Project and who has full responsibility for complying with the requirements of Chapter 1051, Subtitle B of the Texas Occupations Code (Regulation of Architecture and Related Practices).

4. Only individual firms or formal joint ventures may respond to this RFQ. Two firms may not respond jointly unless they have formed a joint venture.

H. SELECTION PROCESS.

Pursuant to the provisions of the Texas Government Code, Chapter 2269, it is the intention of Natalia Independent School District (referred to herein as the “Owner” or the “District”) to select, via a Two-Step Method, Request for Qualifications (RFQ) for Construction Manager at Risk (CMAR) for the Projects.

This RFQ is the first step in a two-step process for selecting a Construction Manager At Risk firm for the Project. This RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. After receiving the Statements of Qualifications (“SOQ” or “Submissions”), the District will publicly open and read aloud the names of the parties providing submittals (referred to herein as “Respondents”) received in accordance with the submission deadline. **Fees or pricing shall not be submitted in Response to this RFQ, which is step one of a two-step CMAR selection process as defined by 2269 of the Texas Government Code. If fees, prices, or cost(s) are included in the response to this RFQ, the Respondent’s Response or Submittal will be considered as nonresponsive.**

The second step in this CMAR selection process will begin with a Requests for Proposal invitation to a short-listed group of Respondents to this RFQ, as determined by an Evaluation Committee review of the RFQ submissions. During the RFP process, short-list Candidates will be invited to submit Proposals described the proposed scope of services, project schedule, and fee for project delivery.

Within 45 days after opening of the final Proposals, the ISD will evaluate and rank the Respondents based on the Selection Criteria set out in the RFQ. Unless the ISD rejects all Submittals, the ISD will authorize negotiations with the first-ranked Respondent. If the parties cannot negotiate a successful agreement, the ISD will terminate negotiations with the first-ranked Respondent and commence negotiations with the second-ranked Respondent in the same manner. If an agreement is not reached, the ISD will proceed with this process, in order of ranking, until an agreement is reached, or all Submittals are rejected. The ISD reserves the right to reject any and all Submittals.

The District reserves the right to reject any and all qualifications and re-solicit for new qualifications or to reject any and all proposals.

I. STATEMENT OF QUALIFICATIONS NARRATIVE RESPONSE.

The Qualifications being sought include the 10 components below, and the narrative portion of the Response must, therefore, address the following ten (10) components. A thorough narrative answer as to each component below is required for the RFQ to be evaluated for qualification.

As part of your submission, please provide a thorough narrative response addressing the qualifications below:

1. The Respondent's successful experience and expertise with specific ISD's projects of similar size, complexity, scope and quality.
2. The Respondent's past performance and demonstrated capability on those projects with municipalities and on construction of publicly funded projects.
3. The Respondent's capability to provide the resources, including financial, equipment and staffing, necessary to meet project requirements.
4. The Respondent's proposed project personnel as shown in a project organizational chart and including their qualifications and experience as evidenced by their resumes.
5. The Respondent's recent experience with project cost estimates, as well as project budget and schedule adherence.
6. The Respondent's safety record supported by accurate and verifiable data.
7. The Respondent's reference letters indicating the quality of previous work and satisfaction from past clients.
8. Consideration may also be given to any additional information and comments at the selection phase, if it reflects the Respondent's qualifications to perform the services required for these Projects.

J. RESPONSE TO RFQ: QUALIFICATIONS LETTER AND RESPONDENT QUESTIONNAIRE

As part of its submission, Respondent must submit the Qualifications Letter attached to this RFQ as "Attachment 1" and must also provide thorough responses to the Questionnaire attached to this RFQ as "Attachment 2."

K. EVALUATION CRITERIA. The evaluation criteria will be grouped into percentage factors as follows:

1. Firm's Experience and Staff as a CMAR – 15% (15 points / 100 points)

2. Firm's Experience with Pre-Construction Estimating Accuracy – 20% (20 points / 100 points)
3. Firm's Experience on Projects of Similar Size and Scope – 40% (40 points / 100 points)
4. Project Personnel Experience and Experience with School Districts – 15% (15 points / 100 points)
5. Proposed Schedule – 10% (10 points / 100 points)

Total Ranking Points (100/100)

L. PROJECT SCOPE

Preconstruction Services: The CMAR will work with the Architect and review construction documents at 30%, 60% and 95% levels of completion to ensure the feasibility and constructability of the Architect's design, and that the cost of construction of the Project is within the estimated Construction Budget through value engineering, the selection of construction systems and materials, cost estimating, scheduling, and other means. The CMAR will also review the project schedule and identify critical path and long lead items. Upon the completion or during the process of such services, the CMAR will submit a proposal of a Guaranteed Maximum Price for the construction of the Project, which is within the District's Construction Budget currently established at \$13,000,000.00.

Bidding Services: Should the District exercise its option, the CMAR will serve as the General Contractor to complete all work for the bidding and construction of the project. The CMAR will be responsible for the coordination of all bids, advertisement and solicitation, bid procurement, and selection of sub-consultants or trade contractors. CMAR will also be responsible for issuance of pre-purchase orders for long lead items, if required.

Construction Services: Should the District exercise its option, the CMAR will serve as the General Contractor to complete all work for the construction of the Project. The scope of Construction services will be determined based on the final Drawings and Specifications but may consist of **one or more** of the following areas of work: site clearing, excavation, fill, select fill and backfill; site utilities; concrete sidewalks, paving and roadway/parking lot work, rough and finish grading, topsoil and grass planting; fencing and gates, site lighting, retaining wall construction, landscape installation, irrigation, concrete piers, structural concrete; concrete slab-on-grade, concrete masonry unit (CMU) interior and exterior walls, cast stone lintels, limestone and plaster exterior veneer, concrete floor topping, masonry, structural steel frame (columns and joists), metal roof deck, metal wall and roof panels, miscellaneous metals and metal fabrications; rough and finish carpentry, millwork and casework; damp proofing and waterproofing, caulking and sealants, thermal insulation, flashing and sheet metal, metal soffit panels, metal roofing, modified bitumen roofing; other roofing, wood doors, metal doors and frames, aluminum doors and frames, glass and glazing, finish architectural hardware, acoustical ceilings, resilient flooring and base, carpeting, tile or wood flooring, metal studs and support systems, gypsum drywall, painting and special floor coatings, interior and exterior signage; metal louvers and

miscellaneous specialties; furnishings and appliances; equipment and specialty equipment; sound enhancement systems; fire protection; lightning protection; telecommunications, audio/visual and security systems and mechanical, plumbing and electrical systems, and any other requirements set out in the Contract Documents.

The work does not include geotechnical engineering or inspection services, and the materials testing services necessary for District's acceptance of the Project, which will be performed under a separate contract with an independent provider engaged directly by the District.

A Field Office and parking area must be provided on-site by the CMAR. The Field Office will provide office space for the CMAR field team, plus additional space for project meetings, a workspace for the District's project staff and for the Consultant staff. The Field Office shall be equipped with a copier, and telephone land line or cellular telephone and internet access. The CMAR shall coordinate the location of the field office and parking area with the District.

CMAR staff at a minimum shall be a full-time, on-site superintendent and project field engineer. CMAR project team staffing shall not be changed without the consent of the District.

M. SCHEDULE

The CMAR shall provide a proposed construction schedule with this submission. This Schedule may be adjusted as a result of negotiations on Submittals or preconstruction services and / or construction services provided by the CMAR.

N. PAYMENT

The District will make all construction payments directly to the CMAR for their distribution of payments to the subcontractors and supplies as appropriate. Accounting by the CMAR will be on a monthly line-item submittal based on a preapproved Schedule of Values. Release of lien for work to date, along with an updated schedule, will be required for each monthly payment requested by the CMAR.

O. CONTRACTING AND SUBCONTRACTING

The awarded Respondent will enter into a Construction Manager-at-Risk Agreement ("Agreement") with the District (e.g. AIA Documents A133 Standard Form of Agreement Between Owner and Construction Manager as Constructor, as amended where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price along with AIA A201-2007 General Conditions of the Contract for Construction), with District modifications and any associated Special Conditions. An example copy of these Agreements are attached.

Upon execution of the Agreement, the CMAR must show ability to provide the District required insurance and bonds, payment, performance, maintenance, and right-of-way .

The CMAR and all subcontractors must comply with the prevailing wage rate requirements described in the agreement.

The CMAR, must select subcontractors or trade contractors in accordance with the terms of applicable law and the agreement, which are summarized as follows:

1. A CMAR shall publicly advertise bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in general conditions. A CMAR may seek to perform portions of the work itself if the CMAR submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the City determines that the CMAR's bid proposal provides the best value for the ISD.
2. The CMAR, shall review all trade contractor or subcontractor bids or Submittals in a manner that does not disclose the contents of the bid or proposal during the selection process. The CMAR will document the basis of its selection and make the evaluations public not later than the 7th day after the date the contract is awarded, as required by law.
3. If the CMAR reviews, evaluates, and recommends to the District a bid or proposal from a trade contractor or subcontractor, but the ISD requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Agreement, the District shall compensate the CMAR by a change in Contract Sum, Contract Time, or Guaranteed Maximum Price for any additional cost and risk, which has been demonstrated to District's satisfaction and as required by the Agreement, that the CMAR may incur because of the District requirement that another trade contractor or subcontractor bid or proposal be accepted.
4. The ISD reserves the right to contract separately with other consultants, suppliers and vendors as deemed in the best interest of the project.
5. The District may elect to procure certain materials / equipment / furnishings with coordination and scheduling support from the CMAR. The materials / equipment / furnishings would then be assigned to the CMAR with the full acceptance of coordination and installation.

P. INQUIRIES AND INTEPRETATIONS.

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum and mailed or sent by facsimile to all parties recorded by the District as having received a copy of the RFQ. Requests for interpretation or changes to this RFQ must be received by the District's contact person listed in Section F above by the time and date designated in Section C. All such addenda issued by the District prior to the last date that submittals are required to be received shall be considered part of the RFQ. It is the obligation of the Respondent to make sure that it has received all addenda prior to submission of its Response. Only those responses to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be binding on the District. The Respondent must acknowledge receipt of all addenda in its Response.

Q. PUBLIC INFORMATION

The District considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded. Respondents are hereby notified that the ISD strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information. Qualifications and any other information submitted by Respondents in response to this RFQ shall become the property of the District.

R. WAIVER OF CLAIMS: To the extent permitted by applicable law, each Respondent by submission of a Response to this RFQ waives any claims it has or may have against the Natalia Independent School District its employees, officers, elected officials, agents, representatives, arising out of this RFQ, including **(1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY RESPONSE OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION OF THE RFQ, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY RESPONSE OR ANY PART OF ANY RESPONSE OR OFFER; (4) WAIVER BY THE NATALIA INDEPENDENT SCHOOL DISTRICT OF ANY TECHNICALITIES IN THE RFQ PACKAGE OR ANY RESPONSE OR PROPOSAL, OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE RFQ SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED RESPONSES OR OFFERS; AND/OR (6) THE AWARD OF A CONTRACT, IF ANY.**

S. Insurance Requirements:

A. The successful Respondent will be required to obtain the following insurance:

Before commencing work, the Construction Manager (CMAR) shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the District. The CMAR shall furnish to the District certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

RFQ No. 24-001
Construction Manager @ Risk Services
For Construction/Remodel of Natalia ISD
Elementary School & CTE/AG Building
NISD District Office
805 Pearson St.
Natalia, Texas 78059

1. Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate for products-completed operations hazard, providing coverage for claims including:
 - i. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person with a sublimit not less than \$1,000,000.00 for medical expenses per person for bodily injury, included within the limits noted above;
 - ii. personal injury and advertising injury with a limit not less than \$1,000,000.00;
 - iii. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
 - iv. bodily injury or property damage arising out of the Work and out of completed operations, said coverage to be maintained for two years after Final Completion (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage) and must include Completed Operations coverage for Contractor, its sub-contractors, and Owner;
 - v. the Contractor's contractual liability, including but not limited to, indemnity obligations under Section 3.18 of the General Conditions; and
 - vi. General Aggregate per Project endorsement
2. Workers' Compensation insurance at statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000,000 each accident, b) by disease, \$100,000,000 per employee with a per policy aggregate of \$100,000,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Umbrella or Excess Liability insurance with minimum limits of \$5,000,000 each occurrence and annual aggregate for bodily injury and property damage, that follows from and applies in excess of the above indicated primary coverage (1,2 and 3). The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The CMAR may maintain reasonable deductibles, subject to approval by the ISD.

5. If the CMAR serves as General Contractor for the Project during the construction phase, Builder's Risk Insurance will be required. It shall provide All-Risk coverage including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood (if located in a flood zone) and Theft in an amount equal to one hundred percent (100%) of the completed value of the project in question. The policy shall be written on a Completed Value Form, including materials delivered and labor performed for the project. The policy shall be written jointly in the names of the ISD, contractor and subcontractors as their interests may appear. The policy shall have endorsements as follows:
 - i. This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.
 - ii. Loss, if any, shall be adjusted with and made payable to the ISD on behalf of all insureds as their interests may appear.
 - iii. Railroad Protective Liability Insurance is not required.
- B. With reference to the foregoing required insurance, the CMAR shall endorse applicable insurance policies as follows:
 1. A waiver of subrogation in favor of the District, its officials, employees, agents and officers shall be contained in the Workers' Compensation insurance policy and all liability policies
 2. Natalia ISD, its officials, employees, agents and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 3. All insurance policies shall be endorsed to the effect that Natalia ISD will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
- D. The CMAR agrees to comply with all applicable provisions of Texas Administrative Code Title 28, Section 110.110 REQUIRED NOTICES OF COVERAGE.

T. SUBMISSION REQUIREMENTS

1. GENERAL INSTRUCTIONS

- Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- Responses and any other information submitted by Respondents in response to this RFQ shall become the property of the ISD.
- The ISD will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications and other submittal information in response to this RFQ at their own risk and expense.
- Responses which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind, are subject to disqualification by the ISD, at its option. The ISD reserves the right to waive any irregularity or informality in a Response.
- Each Response should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the ISD's needs.
- The ISD makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFQ, and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item/requirements from this RFQ or contract when deemed to be in the ISD's best interest. Representations made within the response will be binding on responding firms.
- Failure to comply with the requirements contained in this RFQ may result in a finding that the Respondent is not qualified and is ineligible to submit in response to any subsequent RFQ.
- Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an Respondent from having consultants.)

2. SUBMISSION INSTRUCTIONS

- A. Respondent must provide the narrative response Statement of Qualifications, as set forth in Section I.

- B. Respondents must complete, sign and return the attached Response to RFQ, as part of their Proposal. Respondent's company official(s) authorized to execute such submittals on behalf of Respondent must sign submittals. Failure to sign and return these forms will subject your submittal to disqualification. Any addenda must be acknowledged in the response letter.
- C. Responses to this RFQ should consist of answers to required questions in Respondent Questionnaire. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.
- D. Page Size, Binders and Dividers: Submittals must be typed on letter-size (8-1/2" x 11") paper. The District requests that submittals be printed on both sides of the paper and each copy submitted in a three (3) ring binder. Preprinted material should be referenced in the submittal and included as labeled attachments. Tabs should be divided into sections for ease of reference. Number each side of each page consecutively, including letters of interest, brochures, licenses, resumes and supplemental information. Submittals must be limited to 30 pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. For clarification, one sheet of paper printed on both sides of the sheet will count as 2 pages. Provide the number of copies of the submittal specified in Section 3.2.E. **Any submittals exceeding the 30-page limit may be disqualified.**
- E. Pagination: All pages of the submittal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.
- F. Number of Copies: Submit a total of one (1) original, so labeled, and five (5) complete copies of the entire Response and two electronic PDF copies. An original signature must appear on the original Response.
- G. Submission: Show the Request for Qualifications number and submittal date in the lower left-hand corner of your sealed submittal envelope (or box or container). The materials submitted must be enclosed in a sealed envelope (or box or container); the package must show clearly the submittal deadline; the RFQ number must be clearly visible; and name, telephone number and the return address of the Respondent must be clearly visible on the outside of the sealed envelope (or box or container).
- H. Pricing: Submittals shall not include any information concerning fees, pricing, general conditions or other compensation.

A submission received after the submission due date and time is late and will not be considered.

U. RESPONDENT ACKNOWLEDGMENTS:

1. Respondent understands and agrees that the ISD has the ability to terminate its selection process at any time, and to reject any and all Responses, or any and all Submittals, and that the City has made no representation, written or oral, that it will award a contract for this Project. Furthermore, Respondent recognizes and understands that any cost incurred by the Respondent which arises from Respondent's submittal of a Response to this RFQ, or subsequent Proposal to the ISD Request for Qualifications, if applicable, shall be the sole responsibility of Respondent.
2. **Disclosure of Interested Parties.** In compliance with Section 2252.908 of the Texas Government Code, the District may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits

3. REQUIRED ATTACHMENTS TO THE RFQ:

Respondents are instructed to complete, sign and return the following documents as a part of their submission. Failure to return these documents may subject your submission to disqualification.

- ATTACHMENT 1: Signed and Completed Response to RFQ
- ATTACHMENT 2: Respondent's Responses to Questionnaire
- ATTACHMENT 3: Felony Conviction Notification
- ATTACHMENT 4: Conflict of Interest Questionnaire
- ATTACHMENT 5: Non-Collusion Affidavit
- ATTACHMENT 6: Notice concerning Disclosure of Interested Parties (Form 1295)
- ATTACHMENT 7: Example Contract, Agreement between Owner and Construction Manager, as modified by the District (Note: For reference only. Do NOT sign at this stage. Negotiation and signature will occur during Step 2 of the process, if selected.)
- ATTACHMENT 8: Example Contract, General Conditions of the Contract for Construction, as modified by the District (Note: For reference only. Do NOT sign at this stage. Negotiation and signature will occur during Step 2 of the process, if selected.)