



Longview
Independent School District
Request for Qualifications
RFQ 2024-14:
Construction Program Management
Services

RESTRICTIONS ON COMMUNICATION

- The Respondents, or any agent or representative of respondents shall not undertake any activities or actions to promote or advertise their qualifications or submission to any member of the Owner's Board of Trustees, the Owner's Administration, or their respective staff persons, except as specifically requested in writing by to the named point of contact at any time between the date of submission of the RFQ and the date of award of a contract by the Owner's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFQ and/or submission submitted by Respondents.
- Violation of this provision by Respondent or his/her/its agent may lead to disqualification of his submission from consideration.

REQUEST FOR QUALIFICATIONS (RFQ) # 2024-14:
Construction Program Management

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INTRODUCTION

The Longview Independent School District (hereinafter known as Owner, or Owner's) is seeking submissions from qualified providers to provide Program Management Services as provided herein. The Owner is only seeking firms that can provide the required services as a sole-source, single prime contract.

The selected Respondent (hereafter referred to as, Respondent or PM) will join a Project Team which will include Owner administration, Architects, consulting engineers, designers, planners, and construction contractors, all of whom will be engaged in a cooperative effort to provide Owner with successful and cost-effective solutions.

In general, Owner considers Program Manager Services to consist of:

- Organization and Implementation Planning
- Design/Engineering review
- Contract Procurement
- Construction Management and Oversight
- Occupancy/Post-Occupancy

The work anticipated under this RFQ pertains to the May 2024 bond program.

The Project (also referred to as Program, which consists of various projects) and consequently this Request for Qualifications (RFQ) for Program Manager Services may include the following:

2024 LISD Bond Recommendation:

1. Renovations
 - a. Longview High School
 - b. Early Graduation High School
 - c. Playing for Keeps
2. Athletic Facilities
3. Security
4. HVAC
 - a. Energy Efficiency

Total Bond Recommendation: Not to exceed \$237,700,000.

The successful respondent will be a highly qualified professional with experience in construction management field services related to construction observation and inspections. Respondents must have Program Manager experience in Texas, and must have experience with school construction projects. The PM will be selected based upon qualifications only. Only after selection will financial and other contract terms be negotiated. Owner is not required to enter into any contract, nor accept any terms. Responders must reside within 170 miles of the High School.

Assistant Superintendent of Finance will be the Owner's Representative and will oversee and provide coordination for this Program. The Owner reserves the right to add, delete, and modify projects at any time during the course of the bond program, which may result in changes to staff and resources required.

This RFQ, any addenda which may be issued, responder's submissions, and negotiated terms and conditions are to be incorporated into the contract by reference. The Owner reserves the right to accept or reject any or all responses. The Owner reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any submission in order to make the award of the contract in the best interests of the Owner.

The Owner reserves the right, before awarding the contract, to require responders to submit additional evidence of qualifications or any other information the Owner may deem necessary. Also, prior to the Board approval, the Owner reserves the right to cancel the RFQ or portions therein, without penalty.

The Owner reserves the right to negotiate terms and conditions including scope, staffing levels, and fees, with the highest-ranked responder. If agreement cannot be reached with the highest ranked responder, the Owner will terminate negotiations in writing and reserves the right to negotiate with the next highest ranked responder and so on until agreement is reached.

RFQ SCHEDULE AND DELIVERY

Subject to change as deemed necessary by Owner, responses are due by Monday, July 8, 2024, at 2:00 PM. All responses must be submitted in writing to Amanda Taylor prior to the deadline.

Address: 1301 E. Young St. Longview, TX 75602.

Questions concerning this RFQ shall be directed to the Owner in writing through Amanda Taylor. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. All questions are due by Wednesday, June 26, 2024, at 4:00 PM. Interviews will be held July 11, 2024.

SUBMISSION FORMAT REQUIREMENTS

Submittal Format and Contents: The contents of the respondent Qualifications must be complete in description, concise in volume, and austere in form. The qualifications should be in the format of a written report. All information, documentation, and other materials submitted in response to this solicitation 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 the solicitation is completed. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQS information. Any respondent wishing to maintain confidentiality of financial information must include a written request for same with the submission of the proposal.

DEFINITIONS

Design Team: A team comprised of the Architect, Owner Representative and others to ensure optimal functionality and aesthetic design of new and renovated facilities.

Operation and Maintenance Manual: The set of manufacturer's instructions and technical/operational documents that shall be compiled for each project.

Program Management Services: Management and services (administration) to implement and execute a capital improvement program, as provided by a professional engineering or architectural consulting firm selected by the Owner. This is distinct from *Project* management, which refers to a particular project within an overall program of multiple projects (often referred to simply as "PM" in this document). The Selected PM will be expected to provide professional recommendations to the documents and the projects in general. The Selected PM will also be expected to provide auditing services, maintenance and operations recommendations, post-construction occupancy services, and maintenance of District standards for current and future projects.

- RFI: Request for Information.
- RFQ: Request for Qualifications
- SOQ: Statements of Qualifications.
- Requirements and Construction Standards: All legal Requirements and Construction Standards.
- Construction Specifications Institute (CSI): An organization that standardizes construction language as it pertains to building specifications; CSI has created an indexing system for organizing construction specifications.

GENERAL INTENT/SCOPE OF SERVICES

General

The Owner anticipates use of numerous services available from PM firms. The services required have not been fully determined. Accordingly, the paragraphs within section: GENERAL INTENT/SCOPE OF SERVICES outline a general scope only for the purpose of organizing responses to this RFQ and shall be subject to negotiation with the highest-ranked firm. The executed contract between the Owner and the PM will define the services to be performed.

The selected respondent will provide complete Program Manager Services, and will work directly with the Owner Representative, the design team, the general contractor, and local and state agencies, and will report to the Owner Representative. The selected respondent shall assemble a program management team that is sufficiently experienced and technically proficient to satisfactorily perform the tasks outlined in "Responsibilities by Project Phase" below.

The Program Manager shall provide a Program Management team, with appropriate administrative support during the entirety of the program. Membership of this team shall be stable, and any proposed personnel changes must be approved in advance by the Owner Representative.

Planning and Initiation Phase

- Provide consultation on facilities to the District and its Board, Administration, Faculty/Staff, and Committees; facilitate committees, attend meetings; and assist in developing recommendations for facilities improvements.
- Make presentations at the request of the OWNER to the community and civic groups on improvement programs.
- Work with OWNER Administration and financial/bond advisors, as requested, to provide data and analyses.
- Provide draft and preliminary Program of Requirements (POR) for facility projects, working with Administration, Faculty/Staff, and Committees.
- Provide consultation on existing site analyses and new site analyses and selection.
- Provide consultation on funding and possible facility bond program.
- Assist in project/program cash flow projections; prepare exhibits and presentation materials for public consumption.
- Work with OWNER to establish accounting and reporting methods.
- Establish document controls system and manage use of the system by project teammates.

Pre-construction Phase

- Provide evaluation of program and budget requirements and prepare final POR in conjunction with selected A/E.
- Oversee progress activities of the A/E.
- Provide Quality Control checking of A/E submission documents. Prepare written review and maintain follow-up log for quality assurance.
- Arrange meetings and design sessions to facilitate design inputs by all end users including administration, staff, teachers, directors, support services and students as well as committees and the community (as desired).
- Review design/engineering estimates, budgets and timelines prepared by the A/E and produce a report identifying variances from the Program Budget along with recommendations for resolving such variances.
- Advise on use of materials, site use, building systems, construction feasibility, time requirements, value engineering and cost control.
- Develop, in consultation with OWNER, requirements for furniture for each facility. Manage furniture procurement.
- Manage move coordination activities, including portable buildings, instructional materials, music instruments, furniture, shop equipment, and personal belongings.
- Assist with coordination of Owner Furnished Owner Installed (OFOI) and Owner Furnished Contractor Installed (OFCI) items.
- Coordinate contract documents for OWNER. Work with OWNER legal counsel on the preparation of contract forms for inclusion in bidding documents
- Advise and coordinate methods for contractor selection and construction delivery (competitive bid, competitive sealed proposal, construction manager-at-risk, etc.).
- Facilitate developing bidder pre-qualifications, issuing bid documents, conducting pre-bid conferences, receiving bids, bid analysis, and recommending awards.
- Facilitate procurement of material testing labs, air balancing services, and other necessary construction-phase consultants not provided through the A/E.
- Facilitate pre-award conferences and contracts.
- Provide value engineering on all construction projects.
- Make presentations at the request of the OWNER throughout the pre-construction phase to the community, civic, and other interested groups on construction progress.
- Provide content to allow OWNER to update website communication page(s) for entire capital program.

Construction Phase

- Assist the A/E in administering contracts for construction.
- Provide administrative, management and related services to monitor, observe and evaluate work of the contractor, testing labs, and A/E. Handle contract administrative responsibilities for the OWNER. Assist the A/E in completing projects in accordance with OWNER objectives for costs, time, and quality.
- Schedule and conduct with the A/E pre-construction, construction, and progress meetings to discuss projects.
- Perform construction observation activities.
- Prepare construction observation reports.
- Monitor, update, and enforce construction schedules.
- Enforce contracts to achieve satisfactory performance from all contractors, labs, and professionals.
- Provide regular monitoring of approved estimates of construction costs and maintain cost accounting records. Provide monthly financial briefings and summaries of all project costs.
- Review and make recommendations to OWNER on all requests for changes (Proposal Requests, Request for Information, Supplemental Instructions) in construction and change orders.
- Review, evaluate and make recommendations to OWNER on all invoices and applications for payment. Assign job accounting code to each invoice transaction for accurate accounting of costs.
- Develop and implement procedures with A/E for progress and final payments to contractor.
- Assist in obtaining all permits.
- Coordinate the services of all A/E's, surveyors, testing labs, and other consultants.
- Assist in verifying that all work conforms to contract documents.
- Follow-up on deficiencies identified during observations.
- Assist A/E in contract interpretations and owner intent.
- Receive certificates of insurance.
- Receive and facilitate review of shop drawings, product data, samples, and other submittals and assist owner and A/E with approvals.
- Record and report project progress.
- Maintain record copies of contract documents, addenda, change orders, and other modifications.
- Assist in arranging for delivery, storage, protection, and security of owner-purchased materials, systems, and equipment.
- Develop electronic document controls program for use by the entire team for the management and tracking of project documents.

Closeout Phase

- Facilitate A/E and Owner checkouts of utilities and assist in initial start-up and testing of systems.
- Coordinate the demonstration and training for equipment and services.
- Coordinate the timing and conditions for furniture delivery and installation with Contractor and OWNER schedules.
- Facilitate A/E in substantial completion inspections, and furnishing to OWNER guarantees, affidavits, releases, bonds, keys, manuals, record drawings, and maintenance stocks.
- Review closeout documents for thoroughness and compliance with project requirements
 - [Address missing items with Contractor and A/E.](#)
 - [Represent the OWNER during final inspections and walk-throughs.](#)
- [Facilitate training](#) meetings for OWNER staff in use of new facilities, components, and equipment.

Warranty Phase

- Establish protocol for reporting warranty deficiency
- Disposition warranty claim and identify appropriate party for response; A/E, contractor, or OWNER
- Establish tracking of warranty items and corrective actions
- Coordinate and participate in eleven (11) month warranty walk-through and review
- Develop warranty actions as identified during eleven (11) month warranty walk-through
- Prepare warranty phase transition plan for OWNER responsibility of future Needs

Communications Activities

- Prepare for and participate in community (PTO, Campus, etc.) Bond Update Meetings.
- Prepare regular bond update reports for review by community, district faculty/staff, leadership, and Board of Trustees.
- Attend monthly Board of Trustees meetings.
- Prepare charts, graphs, photos, status summaries and other reporting for OWNER website.

Occupancy/Post-Occupancy

- Assist the Architect in performing interim and final inspections and in monitoring all corrective work. Assist the Architect in developing an appropriate punch list of outstanding items to be corrected at the time of substantial completion. Monitor completion of the punch list items by the contractor.
- Coordinate such items as furniture and equipment (delivery, assembly and installation), systems testing, training sessions, etc. Participate in regular Move-in Team coordination meetings to ensure all deadlines are met.
- Review Operations and Maintenance manuals for each project to make sure they meet specified requirements.
- Assist Owner in obtaining Occupancy Permit, including preparation of relevant documents for governmental agencies, as well as facilitating inspections by governmental agencies.
- Work with Commissioning Services provider.

- Verify that all warranties have been received and are properly executed by the vendor and owner.
- Coordinate repair and monitoring of warranty work order requests during eleven (11) month warranty completion period.

Facility Consulting
Services Maintenance
Consulting

- Study and provide subsequent reporting regarding maintenance best practices
- Develop recommendations for preventative maintenance planning tasks and intervals
- Assess staffing levels and expenditures versus peer institutions.
- Prepare recommendations for change, as appropriate
- Administer construction and repair work
- Facilitate, RFP for various contracted

Services Planning Consulting

- Establish recommended standards for facility equipment, materials, and brands
 - Develop standards for space types
 - Facilitate procurement and implementation of Energy Savings Performance Contracts (ESCO)
 - Prepare budgets for future repairs and maintenance activities
- Auditing provide initial, interim and final construction audits as necessary for projects, assist District with GMP review, contract negotiations.

TERM OF CONTRACT

A contract awarded in response to this RFQ will be for 2024 Bond projects listed previously with the possibility of future projects as determined by the Owner. The contract awarded in response to this RFQ may contain provisions allowing interlocal agreements between the Owner and other governmental entities.

SUBMISSION REQUIREMENTS

- Section A: Letter of Interest. [Maximum 1 page]
- Section B - Table of Contents [Maximum 2 pages] Each firm submitting must include a Table of Contents listing the sections and detailed items presented in the submittal.
- Section C – Executive Summary [Maximum 3 pages] Each respondent must include an Executive Summary briefly highlighting the respondent’s Qualifications and shall include:
 - How the proposed team will meet the Evaluation Criteria and respond to the scope.
 - Any additional relevant information.
- Section D – Respondent Introduction [Maximum 2 pages]
 - Provide a brief history of the respondent. Among other information deemed important to the respondent, include the following information:
 - Legal name of the company and license number(s) of the architecture/engineering firm
 - Address of the office that will be providing services
 - Services being offered by the firm
 - Number of years in business
 - Type of operation (Individual, Partnership, Corporation, Joint Venture, etc.)
 - Provide a table summarizing the number of staff in the local office
 - Annual revenues for the past three (3) years (2021, 2022, 2023)
- Section E – Proposed Team [Maximum 10 pages]

Recognizing that the Owner may elect to deviate from the requested scope of services through negotiation and at the time of contracting, describe the K-12 Program Management history and services of the Respondent.

Provide an organization chart of the project team

A. Provide resumes for the project team indicating:

1. Credentials
2. Background (Overview of employee)
3. Boards, committees, volunteer activities
4. Education
5. Project experience (Client, scope of work, and role)

B. The Respondent must demonstrate a thorough understanding of the tasks required to perform the requested services. Describe the job duties, by position, required for successful program management for your proposed project team, which shall include

but not necessarily be limited to:

1. Project Leader
2. Project Manager(s)
3. Project Controls Analyst (PCA)
4. Construction Observation/Inspectors
5. Project Engineer(s) / Architect(s)
6. QC Managers
7. Scheduler(s)
8. Estimator(s)

▪ Section F – Respondent Project Experience [Maximum 10 pages]

A. Identify five (5) Program Management Owners for which the respondent provided, or is providing services, which are most related to this project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed: (Projects listed are to be for K-12 Public Schools, and shall be as recent as possible).

1. Total project costs
2. Project size in gross square feet
3. Type of construction (new, renovation, or expansion)
4. Detailed description of professional services the respondent provided for the project
5. Client/Owner contact information: Name, title, email address, fax number, phone number
6. Name of Architect(s) that were managed
7. Name of Contractor(s) that were managed
8. Describe the cost savings and value added to the project

B. Summarize, in a table format, the names of Owners, scope of services, and type of facilities where the respondent has performed or is performing Program Management Services for K-12 Owners for the past five years. Indicate the following:

C.

1. Owner Contact (Name, title, phone, email)
2. Type of construction (new, renovation, or expansion)
3. Construction Delivery method
4. Project Start and Completion Date (or ongoing)
5. Name of Architect(s) that were managed
6. Name of Contractor(s) that were managed
7. Project size in gross square feet
8. Budget and Final Cost
9. Savings returned to Owner
10. Brief project description

▪ Section G – Project Management Understanding and Approach [Maximum 20 pages]

- A. Describe the project phase or activity that you believe most benefits the overall project and why.
- B. Describe your cost control methods for the design and construction phases. How do you develop cost estimates, how often are they updated, and what steps are taken to realign costs?
- C. Provide a description of an instance, if any, where your involvement in a project in the role of Program Manager resulted in savings for your client.

- D. Provide a description of your typical project initiation plan, and team approach
- E. Provide examples where your work has addressed the following project types:
 - 1. High School renovations and expansions
 - 2. Athletic upgrades
 - 3. Facility renovations
 - 4. Security
- F. Describe your firm's demonstrated technical competence and program management qualifications, specifically those for educational and institutional clients.
- G. Describe your firm's experience in developing project specifications and facility standards for public school clients.
- H. Describe how your firm develops and maintains work schedules to coordinate with the Owner's project schedule. Provide examples of how these techniques were used in any of the projects detailed in sections I.KK.
- I. Describe how your firm/team manages dispute resolution and claims avoidance services.
- J. Describe your proposed approach to managing the program expertly and efficiently, including team participation. Describe what approach you will take to integrate the Commissioning Process with the Commissioning Provider into the normal design and construction process.
- K. Describe the process of construction observation and inspections, the frequency of field trips recommended, reporting procedures, and steps taken to confirm corrective measures are taken to assure the construction complies with the construction documents.
- L. Describe what you will do to foster teamwork and cooperation from contractors and designers and what you will do to minimize adversarial relationships.
- M. Provide a summary of key construction phase activities to be performed by the Program Manager and the benefit to the Owner
- N. Describe your firm communication process to keep all stakeholders, contractors, architects, vendors, etc. informed during all phases of the project.

- Section H: Letters of recommendation [Maximum 10 Pages]
- Furnish letters of recommendation from past or current K-12 school district customers of the respondent.
- Section I: Questionnaire, Forms, Signature Pages, Checklists
- **RESPONDENT QUALIFICATION QUESTIONNAIRE: Complete, sign and submit the Respondent Qualification General Questionnaire, ATTACHMENT A - RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE**
 - A. **PROOF OF INSURABILITY:** Submit a letter from insurance provider stating provider's commitment to insure the respondent for the types of coverages and at the levels specified in ATTACHMENT B - INSURANCE REQUIREMENTS, if awarded a contract in response to this RFQ. Respondent shall also submit a copy of current insurance certificate.
 - B. **SIGNATURE PAGE:** Complete, sign and submit ATTACHMENT C - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the submission. Submissions signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
 - C. **ATTACHMENT D - DEVIATION FORM**
 - D. Respondents are expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE**

TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE RESPONDENT'S SUBMISSION BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

AMENDMENTS TO THE RFQ

Changes, amendments, or written responses to questions received regarding this RFQ will be posted on the Owner's Website. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFQ, and changes to the RFQ – if any – shall be made in writing only.

RESTRICTIONS ON COMMUNICATION

- The Respondents, or any agent or representative of respondents shall not undertake any activities or actions to promote or advertise their qualifications or submission to any member of the Owner's Board of Trustees, the Owner's Administration, or their respective staff persons, except as specifically requested in writing by to the named point of contact at any time between the date of submission of the RFQ and the date of award of a contract by the Owner's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFQ and/or submission submitted by Respondents.
- The Owner reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by Owner.
- Violation of this provision by Respondent or his/her/its agent may lead to disqualification of his submission from consideration.

EVALUATION

- The Owner will conduct a comprehensive evaluation of all submissions received in response to this RFQ.
- The Owner may appoint a selection committee to perform the evaluation.
- Each submission will be analyzed to determine overall responsiveness, qualifications under the RFQ and Respondent's proposed plan.
- The Owner anticipates selection from the statement of qualifications. However, the selection committee may select all, some, or none of the Respondents for interviews. If the Owner elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee.
- The Owner may also request additional information from Respondents at any time prior to final approval of a selected Respondent.
- The Owner reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent(s) is subject to the action of the Board of Trustees of the Owner.
- The Owner reserves the right to conduct all research it deems necessary as part of its evaluation of respondents including their proposed subcontractors, which may include inspection of respondents' and subcontractors' facilities and contacting their previous clients.
- The Owner will utilize the following criteria in the evaluation of responses.

Points Value	Category	Evaluation Method
25	Experience	Firm and / or team members demonstrate experience working in Texas K12 districts. Demonstrate experience in East Texas K-12 Districts
10	Similar Projects and Owner Protection	Firm and / or team members demonstrate similar project experience to the work planned by Owner in a qualified manner and thereby the capability to better serve the Owner's projects.
15	Available PM Services and Team Members	Firm demonstrates a thorough understanding of the needs that require fulfillment to complete a Capital program like the Owner's and thereby demonstrates the range of services available to meet a variety of needs, providing a clear org chart, line of command and qualified personnel to perform the work.
15	References	Firm, through reference checks or letters of recommendation, demonstrates respect from past and / or current clients through positive feedback regarding communication, schedule management, cost control and leadership thereby demonstrating high performance.
10	Firm Stability	Firm demonstrates a stable history through years in business, sound financial information, no findings of negligence, overall size, serve as prime contract holder, renewal of contracts, and other criteria.
10	Capacity and Additional Services Available from the Firm	Firm demonstrates depth of experience and the ability to provide atypical Program Management services, should the need arise, by furnishing information about the Firms Architecture / Engineering / Environmental / Traffic Planning, etc. capabilities.
15	Demonstrated Cost Savings	Firm demonstrates a history of providing cost-effective Program Management by illustrating cost savings, additional value and value engineering examples.

AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- The form of contract will be furnished to the most qualified Respondent
- The Contract, if awarded, will be awarded to the Respondent whose submission is deemed most advantageous to Owner, upon approval of the Owner's Board of Trustees.
- The Owner may accept any submission in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of Owner.
- The Owner reserves the right to accept one or more submissions or reject any or all submissions received in response to this RFQ, and to waive informalities and irregularities in the submissions received. The Owner also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- This RFQ does not commit Owner to enter into a Contract, award any services related to this RFQ, nor does it obligate Owner to pay any costs incurred in preparation or submission of a submission or in anticipation of a contract.
- Conflicts of Interest. Respondent acknowledges that it is informed that Owner Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the Owner, shall file a completed conflict of interest questionnaire with the appropriate Owner records administrator not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the Owner; or (2) submits to the Owner an application, response to a request for qualifications, submissions or bids, correspondence, or another writing related to a potential agreement with the Owner. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Complete conflict of interest questionnaires may be mailed or delivered by hand to the Owner Administration Office. Please consult your own legal counsel if you have questions regarding the statute or form.
- Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated

by it to provide services in connection with a contract shall be deemed to be independent contractor(s), responsible for their respective acts or omissions, and that Owner shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

- Access and Audit Rights. Owner, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Program Manager's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector general of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.
- Criminal Background Checks. Respondent agrees to provide assurance that all employees and subcontractors of the Program Manager who have contact with students have passed a criminal history background check current within the last year

ATTACHMENT A - RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE

(Restate each question as written & provide response)

Company Information: Provide the following information regarding your company.

Name/Name of Agency/Company:

Address:
State: Zip
Code:
Telephone
No.:
Fax No.:

Contact Information: List the person who the Owner may contact concerning your submission or setting dates for meetings.

Name: Address: State: Zip
Code: Telephone No.: Fax
No.:
Email:

Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submission?

Is your Company authorized and/or licensed to do business in Texas?

Provide any other names under which your business has operated within the last ten (10) years.

Has the Company or any of its principals been debarred or suspended from contracting with any public entity? If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Provide a Dunn and Bradstreet number, which will be used to conduct research by the Owner to indicate the financial stability of your company.

name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information. Has the Company or any of its principals ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

Has your firm ever had a contract with a school district that experienced any one of the following?

- 1.) Termination for any cause,
- 2.) Allowed to lapse and no effort made to renew
- 3.) Mediation, arbitration or litigation?

If yes, state the name of the Owner(s), nature of the cause and current status or final outcome.

Has *any* work in the past ten (10) years where your Company has served as K- 12 Program Manager resulted in a claim against the Owner? If yes, state the name of the Owner(s), nature of the cause and current status or final outcome.

Has your firm ever managed a bond program where the Owner had begun work with the architect prior to your assignment beginning?

Has your firm or individual team members been involved in the District (Education Foundation, committees, volunteer work)? If yes, please describe.

For those projects your company references within your response to this RFQ, was the service provided as a Prime contract holder? If no, for those projects your company references within your response to the RFQ, state the name of the Owner(s) where you were not the prime contract holder and state the name of the prime contract holder.

Signed: _____

ATTACHMENT B - INSURANCE REQUIREMENTS

- Provide proof of professional liability insurance, general liability, auto liability and worker's compensation/employer's liability insurance. Professional liability insurance should remain in force during the term of the contract. Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and worker's compensation/employer's liability insurance coverage. Provide history of claims regarding design errors and omissions and other professional liability claims. The Owner will be requesting the selected program management advisor to carry errors and omissions insurance with a five million dollar (\$5,000,000.00) limit per project in aggregate. Additionally, the PM will be expected to comply with the following indemnification requirement:
- Insurance: Respondent represents and agrees that it shall provide and maintain certain insurance as required by Owner, including, but not limited to, professional liability, general liability, automobile liability, and workers compensation insurance. Such insurance shall be written for not less than the limits set out in the Insurance Addendum attached here to as RFQ Attachment B, or greater if required by law. Prior to the execution of this Contract, Respondent shall provide to Owner original certificates of insurance indicating proof of any such required insurance. Respondent shall assure that Owner will receive written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation or termination of such insurance policies. Owner shall be listed as an additional insured on all policies except professional liability and workers' compensation.
- Indemnification. The Agreement which the successful respondent will be asked to enter into will contain the following Indemnity provision which will constitute a non-negotiable portion of the agreement:
- INDEMNITY. PROGRAM MANAGER HEREBY AGREES TO INDEMNIFY, AND HOLD Longview ISD, ITS BOARD OF TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS OF PROGRAM MANAGER, ITS AGENTS AND EMPLOYEES, OR ARISING OUT OF THE OPERATIONS OR SERVICES OF PROGRAM MANAGER, ITS AGENTS, ANY EMPLOYEES, UNDER THIS AGREEMENT.

ATTACHMENT C - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE Longview ISD

Circle below to indicate the business structure of Respondent

Individual/Sole Proprietorship

Partnership or Joint Venture

Corporation

Other Entity (State Type)

The undersigned certifies that (s) he is _____(title) of the Respondent entity named below; that (s)he is authorized to sign this Submission Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Submission as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity, if any, is:

11-digit Comptroller's Taxpayer Number Employer Identification Number: _____

Respondent Organization Name: _____

Printed _____ Name: _____

Title: _____

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Printed Name: _____

Title: _____

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Qualifications on which our Submission is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Qualifications.

By signing and executing this submission, I further certify on behalf of my organization and represent to the Owner that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this submission; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation,

vote or other exercise of discretion concerning

this submission; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Owner concerning this submission on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this submission; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Owner in return for the person having exercised the persons official discretion, power or duty with respect to this submission; the Respondent certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Owner in connection with information regarding this submission, the submission of this submission, the award of this submission or the performance, delivery or sale pursuant to this submission

ATTACHMENT D - DEVIATION

Any proposed deviations to the Terms and Conditions and/or Specifications MUST be noted on this sheet. In the absence of any entry on this Deviation Form, the Proposer assures the Owner of their full compliance with the Terms and Conditions and Specifications. The Owner will, at its sole discretion, determine whether the deviations listed below are acceptable. **THIS DEVIATION FORM MUST BE SIGNED BY EACH PROPOSER WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS PROPOSAL.**

DEVIATION(S):

- .
- .
- .
- .
- .
- .
- .
- .

Company Name: _____

Authorized Signature: _____