

**Request for Qualifications (RFQ)
19RFQ118
Rosedale and New Northeast Middle School
Design Build**

Date	Event
March 7, 2019 March 14, 2019	Advertise/Issue Dates
March 14, 2019	Pre-Proposal Conference 9:00 AM AUSTIN ISD PERFORMING ARTS CENTER 1500 BARBARA JORDAN BLVD AUSTIN, TX 78723
April 3, 2019	Deadline for Step One Question Submissions 5:00 PM
April 8, 2019	Final Addenda for Step One Issued
April 11, 2019	Step One Submission due date at 2:00 pm CST
April 17, 2019	Issue Notification to Firms Selected for Step Two

Please refer to pages 21+ 24 of this RFQ for the full Schedules

<p>Deliver Sealed Proposals to:</p> <p>Austin ISD Construction Management Dept. 812 San Antonio Street Suite 200 Austin, TX 78701</p>	<p>Contact Person:</p> <p>Jennifer Nix Contract & Procurement Services jennifer.nix@austinisd.org</p> <p>HUB Coordinator Contact Melfi Penn melfi.penn@austinisd.org</p>
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- Questions must be submitted via e-mail to the contact person listed above.
In the e-mail subject line, type: Questions 19RFQ118-Rosedale and New Northeast Middle School Design Build
- Q & A and Addenda will be posted on our website: www.austinisd.org/cp/bids
- Proposals are due no later than 2:00 pm on the date indicated. Your proposals must be delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after the specified time shall not be considered.
- **Please submit the following:**
 - One (1) hard copy marked “original” – include signed “required” forms
 - One (1) digital copy on a flash drive – include signed “required” forms
 - One (1) hard copy marked “copy”
- FAX, e-mail or other electronic proposals **will not be accepted.**
- Proposals must be plainly marked with **name and address of the Offeror and the RFQ number and Title above.**

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REQUEST FOR QUALIFICATIONS (RFQ)

PART I - GENERAL INFORMATION

1.0 REQUEST FOR QUALIFICATIONS STATEMENT

1.1 Introduction

The Austin Independent School District (“AISD”) seeks Qualifications Statements from Design-Build Teams comprised of professional architectural, engineering and construction firms (each a “Respondent” or collectively “Respondents”) to provide the services as described in this RFQ.

The Owner will conduct this RFQ in a two-step qualification process as described in this RFQ, and in accordance with Texas Government Code Chapter 2269, Subchapter G, for the purpose of the design and construction of several projects (collectively, the “Projects” and each a “Project” describe in the attached Prospectus of Design-Build Projects (Project Data Sheet) using a design-build method.

1.2 Background Information

AISD serves approximately 82,766 students in the city of Austin. It operates 85 elementary schools, 18 middle schools, 17 high schools, and 10 support facilities, covering an area of 230.3 square miles. General Information on AISD Facilities can be found on the AISD website, at the following link:

<https://www.austinisd.org>

1.3 Respondent Representative

Each Respondent shall be represented by a duly appointed and authorized representative (“Respondent Representative” or “Representative”) for the purpose of submitting the Respondent’s Step 1 (Qualifications) Submission, and if invited, Step 2 (Additional Information) Submission; and later, if invited, in the order of ranking, to participate in the Negotiation Process. The Respondent Representative shall have the power and authority to bind all members of the Respondent’s team for the purposes of this RFQ.

1.4 Definitions

See Attachment 5 to this RFQ

2.0 THE PROJECT

For purposes of this RFQ, the Project shall mean that as described and defined in Attachments 1+2 – Project Data Sheet, of this RFQ, and further include all materials, labor, equipment, supplies, furnishings, furniture, etc. required to successfully complete the Projects.

EACH OFFEROR MAY SUBMIT A PROPOSAL FOR ONE PROJECT, FOR MULTIPLE PROJECTS OR FOR ALL PROJECTS. A SEPARATE PROPOSAL MUST BE SUBMITTED FOR EACH PROJECT FOR WHICH OFFEROR IS PROPOSING TO PROVIDE SERVICES. AISD MAY AWARD ONE, MORE THAN ONE, ALL OR NONE OF THE PROJECTS TO THE SAME OFFEROR.

3.0 SCOPE OF SERVICES

Refer to Attachments 1 and 2 – Project Data Sheets of this RFQ.

4.0 PROCUREMENT PROCESS

4.1 Compliance with Texas Government Code Chapter 2269 and Applicable Law

The RFQ and procurement process will be in compliance and conformance with Texas Government Code Chapter 2269, and all other Applicable Law.

4.2 Compliance with Texas Government Code 2252.151 and 2270.001

Respondent shall provide an executed “Anti-Terrorism Certification” provided in Attachment 10 of this RFQ certifying that pursuant to Texas Government Code 2252.151 et al. 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 terrorist organization. Respondent further certifies that it will not take any action that would cause it to be included on the Texas Comptroller’s list. The certification shall be executed by all Respondent Prime Team Members.

Respondent shall execute the written verification provided in Attachment 9 of this RFQ, in accordance with Texas Gov’t Code Section 2270.001 et al., verifying that Respondent or any affiliate, subsidiary, or parent company of Respondent, if any, does not boycott Israel and will not boycott Israel during the term of the Agreement. The term “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a

person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The verification shall be executed by all Respondent Prime Team Members.

4.3 Overview of RFQ Procurement Process

The procurement of the Project will be comprised of a two-step qualification process (Section 4.3.1 and Section 4.3.2 below) so as to develop the ranking and order for subsequent phases of the RFQ procurement process (Section 4.3.3 and Section 4.3.4).

Respondents are hereby notified and, by delivery of a submission in response to this RFQ, represent that they understand that the Step 1 (Qualifications) and Step 2 (Additional Information) portions of the RFQ procurement process are stand-alone, separate and independent steps; and the submission evaluations and scoring of each step will not be cumulative, nor will these steps of the RFQ procurement process build upon each other.

4.3.1 Step 1 (Qualifications)

Step 1 (Qualifications) of the RFQ Process for the selection of a Design-Build Team for the Project is the qualification step (“Step 1” or “Step 1 (Qualifications)”), which precedes the Step 2 process described in Section 4.3.2, and is intended to identify the qualified Respondents that are eligible and will be invited to participate in Step 2.

Each Respondent in Step 1 must certify to AISD that each engineer and architect that is a member of its team was selected based on demonstrated competence and qualifications in the manner provided by Texas Government Code, Section 2254.004.

Each Respondent’s Step 1 submission (“Step 1 Submission”) will be evaluated by AISD based on the Submission Requirements provided for in Attachment 3 and the Evaluation Categories provided in Attachment 5 of this RFQ.

Only the Respondents identified and notified in writing by AISD will be requested and invited to participate in Step 2 (Additional Information).

4.3.2 Step 2 (Additional Information) and Respondent Ranking

Step 2 (Additional Information) of the RFQ Process for the selection of a Design-Build Team for the Project is reserved only for those Respondents that have advanced and been invited to participate in Step 2. Those “shortlisted” Respondents will be invited to submit additional and supporting information (“Additional Information”) as a separate submission (“Step 2 (Additional Information)”), as described and required in the Attachments of this RFQ, and in accordance with the requirements of Texas Government Code Chapter 2269.

The Step 2 Submission must meet or exceed the Step 2 Submission Requirements of Attachment 4 of this RFQ.

The Step 2 Submission is separate from the Step 1 Submission as described in Section 4.3.1, and includes Interviews as defined in Attachment 2 of this RFQ. The Step 2 Submission is intended to assist AISD in the identification and final ranking of the Respondents during their evaluation.

Each Respondent's Step 2 Submission will be evaluated by AISD based on the Submission Requirements provided for in of Attachment 3 and the Evaluation Categories provided in Attachment 5 of this RFQ.

The AISD Superintendent will present and report the results of the Step 1 and Step 2 Submissions, along with the final order of ranking of the Respondents, to the AISD Board of Trustees for review and acceptance.

4.3.3 Negotiation Process

Upon completion of Step 1 and Step 2, and upon approval of the AISD Board of Trustees, in the order of ranking as defined in Section 4.3.2 above, the first ranked Respondent will be invited by AISD to negotiate the agreement.

The selected Respondent that is invited to participate in the Negotiation Process, will be required to submit the Project Proposal Form included in the agreement that includes and addresses all of the elements required by the Project, within seven (7) Business Days from the date stated in the written notification that the ranked Respondent has been invited to negotiate with AISD.

If AISD is unable to achieve a satisfactory agreement within twenty- (20) Business Days AISD will, formally and in writing, end all negotiations with that Respondent and proceed to negotiate with the next Respondent, in the order of ranking, until an acceptable agreement is achieved, or negotiations with all ranked Respondents are exhausted.

4.3.4 Finalization of the Design-Build Project Agreement

AISD anticipates executing the Agreement between owner and Design-Build Contractor ("Agreement"), with the Respondent selected as the Design-Build Team, in accordance with the terms and conditions of the Agreement that will be provided in Attachment 11 of the RFQ (Step 2), including revisions made by Addendum.

4.3.5 Payment and Performance Bonds

In accordance with Texas Government Code 2269.311, the Agreement, and the General Conditions, if the Estimated Project Construction Budget exceeds \$25,000.00, the Respondent shall deliver to AISD Payment and Performance Bonds at the time of the execution of the Agreement. If a

fixed contract amount or Guaranteed Maximum Price has not been determined at the time the Agreement is signed by the Respondent, the penal sums of the Performance and Payment Bonds delivered to AISD must each be in an amount equal to the Estimated Project Construction Budget in AISD's Solicitation Documents. The Respondent shall deliver the bonds to AISD not later than the 5th day after the date the Respondent executes the Agreement, unless AISD expressly agrees in writing to accept from the Respondent a bid bond, proposal bond or other financial security acceptable to AISD to ensure that the Respondent will furnish the required Performance and Payment Bonds at the time the Guaranteed Maximum Price is established. If AISD agrees to accept a bid bond, proposal bond or other financial security in lieu of Payment and Performance bonds, then the terms of the General Conditions shall control. General Timelines and Deadlines

4.3.6 It is anticipated that the Project will be implemented in accordance with the timetable set out in Attachments 1 + 2 of this RFQ.

4.3.7 All dates listed in Attachments 1 + 2 may be subject to change at the discretion of AISD. Any change to a date set out in Attachments 1 + 2 with respect to Step 1 of the RFQ process will be issued by Addendum. For clarity, any change to a date with respect to Step 2 of the RFQ process shall be provided only to Respondents invited to participate in Step 2.

Any change to this RFQ will be provided in the form of a written addendum, either by direct mail to known potential Respondents or posted on the OWNER'S website.

4.4 Maximum Number of Respondents for Step 2

In accordance with Texas Government Code Section 2269, Subchapter G, AISD intends, by written notification and invitation, to advance, at maximum, five (5) Respondents from Step 1 to participate in Step 2.

4.5 Clarifications of Submissions

4.5.1 During the evaluation of the Step 1 and Step 2 Submissions, the AISD Construction Management Department may request of any Respondent further clarification of any part of its Submission. The evaluation of a Submission will include any clarifications provided in writing in response to questions posed by AISD as well as any other investigations made by AISD. AISD will have the right to verify any information received, including any references, and, for that purpose, Respondents shall be deemed to consent to and authorize the release of such information to AISD. If required, it may be necessary for a Respondent to attend one or more clarification meetings with AISD.

4.5.2 AISD is under no obligation to request clarification with respect to, or verify, any information in any Submission, including the clarification or verification of an ambiguity in the Submission. AISD may, in its discretion, request

clarification with respect to, or verify, matters related to none, one, or some of the Submissions.

4.6 Interviews with Respondents

AISD reserves the right to conduct interviews with Step 2 Respondents to further understand the Respondent's Submission(s) and to meet key members of the Respondent's team. The interview process is outlined in Attachment 2 - Interviews, of this RFQ. AISD may request clarification of a Respondent's Submission during the Interview and AISD may treat these clarifications in the same fashion as clarifications provided in writing in accordance with Section 4.5 of this RFQ. AISD is under no obligation to conduct Interviews with the Respondents.

No statement, consent, waiver, acceptance, approval or anything else said or done in any Interview by AISD or any of their respective representatives, employees or representatives will have the effect of amending or waiving any provision of the RFQ or the Agreement or be binding on AISD, nor may any of the foregoing be relied upon by any Respondent, or Team Member, except when and only to the extent expressly confirmed in an Addendum to this RFQ.

4.7 Historically Underutilized Business (HUB) Requirements and Documentation

It is the policy of AISD to provide equal opportunities to all contractors in all phases of procurement activities, and to afford a full and fair opportunity to all vendors to compete for AISD contracts and subcontracts. As this solicitation contains both professional services (design) and construction, the HUB goals will be different in each respective category (professional services and construction).

The HUB Program guidelines state that, in all solicitations for which goals have been established for contracts, the Respondent must meet the stated goals or, in the alternative, demonstrate a documented Good Faith Effort (GFE) to be compliant. The HUB Program Department will provide an availability list to establish the minimum universe from which the Respondent must solicit subcontractors/sub consultants to meet the goals. Additional certified firms can be located and utilized from the State of Texas HUB directory.

The Respondent must review the HUB goals for professional services as identified in Form 10-D "Statement of Responsibility" of Attachment 10 of this RFQ, and submit the completed form as part of the Step 1 Submission. AISD will assign HUB goals for the construction phase once design documents have been substantially completed.

5.0 INSTRUCTIONS TO RESPONDENTS

5.1 RFQ Documents

This RFQ consists of the following documents:

- Invitation Letter
- Request for Qualifications
- Attachment 1 – Project Data Sheet Rosedale
- Attachment 2-- Project Data Sheet New Northeast Middle School
- Attachment 3 – Interviews
- Attachment 4 – Submission Requirements (Selection Criteria)
- Attachment 5 – Definitions
- Attachment 6 – Submission Format and Evaluation
- Attachment 7 – Respondent Team Member Declaration
- Attachment 8 – Administrative Checklists
- Attachment 9 – Draft Bonding Capacity Letter
- Attachment 10 – Required Forms
- Attachment 11 – Design-Build Project Agreement (Release Step 2)

5.2 RFQ Submission Deadline(s)

Submissions for both Step 1 and Step 2 must be received by the AISD Contract and Procurement Department no later than the respective dates and times set out in the RFQ Attachments 1 + 2 - Project Data Sheets (the “Step 1 (Qualifications) Submission Due Date” and the “Step 2 (Additional Information) Submission Due Date”).

Respondents must deliver their Step 1 and Step 2 Submissions to the address set out in Attachments 1 + 2 – Project Data Sheet (the “Submission Address”) of this RFQ. AISD will not accept Step 1 or Step 2 Submissions sent by facsimile, electronic mail, telex or other telegraphic means. The determination of whether the Step 1 and Step 2 Submissions are submitted before the Step 1 (Qualifications) Submission Due Date and the Step 2 (Additional Information) Submission Due Date shall be based on AISD Contract and Procurement Department’s official time and date stamp that the Respondent receives from AISD at the Submission Address, and the Respondent is solely responsible for ensuring it receives this time and date stamp. It is the sole responsibility of each Respondent to make sure that both of its submissions are delivered to the Submission Address no later than the stated due dates and time. All Submissions received after the due date and time will be rejected and returned to the Respondent unopened.

5.3 Questions and Clarifications

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- 5.3.1 Respondents may make inquiries only by submitting Requests for Information (“RFIs”) in accordance with the requirements stated in Section 6 of this RFQ. All RFIs must be received no later than the date and time set out for each Step in Attachments 1 + 2 – Project Data Sheet of this RFQ. RFIs submitted to anyone other than the Contact Person, or by any other means other than e-mail will not be answered.
- 5.3.2 Any Respondent that has questions as to the meaning of any part of this RFQ or the Project, or who believes that the RFQ contains any error, inconsistency, or omission, must submit its concern, in writing, to the Contact Person in accordance with Section 5.3.1. In its discretion, AISD may provide all submitted questions or RFIs, without expressly identifying the originator, along with AISD’s answers thereto, to all prospective Respondents posted on the Owner’s website. AISD will not answer Respondents’ questions that are not submitted in accordance with Section 5.3.1 of this RFQ or as altered by Addendum.
- 5.3.3 Any oral or written response provided by AISD or its representatives in connection with this RFQ will not be binding on AISD, nor will it change, modify, amend or waive the requirements of this RFQ in any way. Respondents shall not rely on any response provided other than an Addendum issued in accordance with Section 5.4 of this RFQ.

5.4 Amendments to the RFQ

If AISD, for any reason and in its discretion, determines that it is necessary or desirable to amend this RFQ, any amendment will be communicated in writing through the Owner’s website. District to provide to all Respondents in the form of a written Addendum numbered for identification purposes. Each Addendum will be considered to form an integral part of this RFQ. In the event of any conflict in the wording or any issue of interpretation, an Addendum, when issued, will take priority over the original wording in the RFQ and any wording in a prior Addendum.

5.5 Extension of the Step 1 or Step 2 Submission Due Date(s)

AISD may, in its sole discretion, extend either, or both, the Step 1 or Step 2 Submission Due Date(s) for such period of time as AISD, in its discretion, deems appropriate.

5.6 Property of Submissions

The Step 1 and Step 2 Submissions will become the property of AISD and will not be returned to the Respondent.

5.7 Participation by Respondent Team Members on More than One Respondent Team

- 5.7.1 A Respondent Prime Team Member, or any Person related thereto, may be a member in any capacity or otherwise participate in the Submission of any other Respondent except for Key Individuals identified in Attachment 9 of this RFQ

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- 5.7.2 For greater clarity, Section 5.7.1 and Section 7.4 of this RFQ do not prohibit a member (HUB or non-HUB) of one Respondent from also being a member of another Respondent.
 - 5.7.3 A Key Individual (as defined in Attachment 5 and Attachment 10) or any Person related thereto, may not be involved in the Submission of more than one Respondent.
 - 5.7.4 A Respondent Prime Team Member, or any Person related thereto, may not be a member in any capacity or otherwise be part of the AISD personnel, team of project managers, Inspectors and/or be part of the Program Manager pool of project managers, inspectors and sub consultants for the execution of the 2017 Bond Program.

6.0 REQUESTS FOR INFORMATION (RFI) SUBMISSION

Responses to RFIs prepared and circulated by AISD are not part of this RFQ, and will not have the effect of amending this RFQ. If, in AISD's sole discretion, an RFI requires an amendment to the RFQ, such amendment will be prepared and circulated by Addendum. Only a response to an RFI that has been incorporated into or issued as an Addendum will modify or amend this RFQ and, otherwise, RFIs and RFI responses will have no force or effect whatsoever and shall not be relied upon by any Respondent.

All RFIs will be considered general in nature, and both the questions and responses will be shared with all parties during Step 1. In Step 2, the RFI questions and responses will be shared with only those Respondents that have been invited to participate in Step 2.

For purposes of clarity, as this offering is an RFQ, AISD will not accept RFIs that may be considered proprietary or commercially confidential in nature.

Respondents shall submit RFIs in accordance with the deadlines set out in Attachments 1 + 2 - Project Data Sheet of this RFQ.

Respondents shall submit all RFIs to the Contact Person electronically in accordance with the instructions set out in Attachments 1 + 2 – Project Data Sheet of this the RFQ.

It is the Respondent's obligation to seek clarification from AISD on any matter it considers to be unclear in accordance with this RFQ and, for greater clarity, by the due dates and deadlines set out in the Timetable in Attachments 1 + 2 of this RFQ. AISD is not responsible in any way whatsoever for any misunderstanding by the Respondent of this RFQ, supporting or background information, responses to RFIs, or any other type of information provided, or communication made, by AISD.

7.0 OTHER CONDITIONS

7.1 Use of Information

- 7.1.1 This RFQ may not contain all of the information that a Respondent may need in deciding whether to submit a Step 1 Submission, or if invited, a Step 2 Submission.
- 7.1.2 AISD and its representatives shall not be liable for any information or advice or any errors or omissions that may be contained in this RFQ or the Addendum, appendices, data, materials or documents (electronic or otherwise) attached or provided to the Respondents pursuant to this RFQ or otherwise with respect to the Project.
- 7.1.3 AISD and its representatives make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFQ or any Addenda, appendices, data, materials, Background Information or documents related thereto, and AISD and its representatives will not be responsible for any claim, action, cost, loss, damage or liability whatsoever arising from any Respondent's reliance on or use of this RFQ or any other technical or historical addenda, appendices, data, materials, Background Information or documents provided, delivered or made available by AISD or its representatives.
- 7.1.4 Each Respondent is responsible for obtaining its own architectural, engineering, environmental, other technical, or professional advice with respect to the Project, the RFQ, and any Addenda, appendices, data, materials or documents provided, delivered, or made available or required by AISD.

7.2 Interpretation

In this RFQ, words in the singular include the plural and vice-versa and words in one gender include all genders, all references to dollar amounts are to the lawful currency of the United States of America, and the words "include", "includes" or "including" means "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" will not be considered to set forth an exhaustive list.

7.3 Communications and Public Comment

- 7.3.1 The Respondent, Person, the Respondent Representative or any Team Member shall not;
 - a) Make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their

qualifications, or interest in or participation in the Project or this RFQ process without AISD's prior written consent; or

- b) Engage in any way whatsoever in any form of political or other lobbying to influence the outcome of this RFQ process.

7.3.2 In the event of any lobbying or communication by a Respondent, Team Member or Person, in violation of Section 7.3.1, AISD may, in its sole discretion and at any time, prohibit a prospective Respondent from submitting its Step 1 Submission and/or Step 2 Submission or reject a Submission by that Respondent during this RFQ process, without further consideration.

7.3.3 Unauthorized Communications: The Respondents, or their agents, shall undertake no activities, actions, or contacts to promote or advertise their responses to the AISD Board of Trustees, Superintendent, central office administrators, or members of the Construction Management Department staff. Violation of this provision will be grounds for disqualification of the Respondent. Authorized communications are to be with the designated AISD contact person as designated on the cover sheet. Any substantive clarification or revision of the RFQ will be made only by RFQ Addendum.

7.3.4 Other than as expressly permitted or required in this RFQ, any attempt on the part of any Respondent, Person or any Team Members to contact any of the following persons, or any contact of the following persons, directly or indirectly, with respect to this RFQ, may lead to disqualification of a Respondent or rejection of a Step 1 Submission or Step 2 Submission:

- a) Any person at AISD, other than the Contact Person;
- b) Any expert, representative or advisor assisting AISD, an evaluation team member or the evaluation committee;
- c) Any individual employed by AISD;
- d) Any other Respondent or representative thereof (except Team Members who are part of more than one Respondent); or
- e) Any Key Contracting Persons and Restricted Party listed in Exhibit A of Form 10-B in Attachment 10 of this RFQ.

7.4 Restriction on Communications between Respondents

7.4.1 A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Step 1 Submission, Step 2 Submission or the Submission of the other Respondent in a fashion that would contravene Applicable Law. Each Respondent shall prepare and submit its Step 1 Submission, and if invited, Step 2 Submission independently and without any connection, knowledge, comparison of information, agreement or arrangement, direct or indirect, with any other Respondent.

7.4.2 For greater clarity, Section 7.4.1 applies to Respondents, Persons, their Team Members, and their respective representatives.

7.5 Changes to Respondent Prime Team Members

7.5.1 Except as provided this Section 7.5.1, the Respondent is not permitted to change its Respondent Prime Team Members after the Step 1 Submission Due Date without AISD's prior written consent. If there is any change in the Respondent Prime Team Member, a change in Control of any Respondent Prime Team Member or a material change to any Respondent Prime Team Member after the Step 1 Submission has been submitted, and such change was beyond the control of the Respondent and the applicable Respondent Prime Team Member, the Respondent must provide written notice to AISD within five (5) business days after such change. AISD may, in its sole discretion, disqualify any such Respondent and/or reject the Submission of any such Respondent if AISD, in its sole discretion, considers that the change may have a material adverse impact on the Respondent's Submission. If AISD determines that the Respondent will not be disqualified, AISD may, in its sole discretion, permit the Respondent to propose a substitution for the applicable Respondent Prime Team Member.

7.6 Examination and Interpretation of Documents and Information

Each Respondent is responsible for ensuring that it has all of the information necessary to respond to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, any materials that may be supplied throughout the RFQ Process, and any conditions that may in any way affect its Step 1 Submission and Step 2 Submission.

7.7 Cost and Expenses of Respondents

7.7.1 The Respondent and the Respondent Prime Team Members shall bear all costs and expenses incurred by them relating to any aspect of their participation in this RFQ Process, including all costs and expenses related to the Respondent's involvement in:

- a) The preparation, presentation and submission of its Step 1, and, if invited, Step 2 Submission;
- b) Attendance at any Interview and any other meeting with AISD;
- c) Due diligence and information gathering processes;
- d) Site visits;
- e) Preparation of responses to questions or requests for information from AISD;
- f) Preparation of the Respondent's own RFI during the clarification process; and

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- g) If invited, the Negotiation Process.

7.8 Rights of AISD

7.8.1 Notwithstanding anything else in this RFQ, AISD has the right, at any time and in its discretion:

- a) To consider, in the evaluation of the Step 1 and Step 2 Submissions, any instances of poor performance of a Respondent, Respondent Prime Team Members, Person, Team Members or Key Individuals, or any other unfavorable experiences with any of them, that AISD has experienced;
- b) To change the dates, schedule, deadlines, process and requirements described in this RFQ;
- c) To accept or reject any or all Step 1 or Step 2 Submissions;
- d) To disqualify any Respondent that (i) does not meet the requirements of this RFQ, including for a contravention of any prohibition or requirement that is set out in this RFQ with respect to the conduct of a Respondent, Respondent Prime Team Members, Person, team member or Key Individuals; or (ii) where such a Respondent, Respondent Prime Team Members, Person, Team Members or Key Individuals have economic or other interests which are, or could reasonably be perceived to be, contrary to the objectives of the Project;
- e) To change the limits, scope and details of the Project;
- f) To reissue the same RFQ or a different request for qualifications document in relation to the Project;
- g) To cancel this RFQ or the Project;
- h) To elect not to proceed with the Project for any reason whatsoever; or
- i) In each case, without incurring any liability for costs and damages incurred by any Respondent.

7.9 Right to Verify

AISD may, in its discretion, independently verify any information in none, one or some of the Step 1 and Step 2 Submissions. AISD has the right to disqualify any Respondent and to reject the Step 1 or Step 2 Submission of any Respondent whose Submission contains any false or misleading information. AISD also has the right to disqualify any Respondent and/or to reject the Step 1 and/or Step 2 Submission of any Respondent which, in AISD's discretion, has failed to disclose any information that would, if disclosed, materially adversely affect AISD's evaluation of the relevant Respondent's Submission. AISD is under no obligation

to independently verify any information in any Submission.

7.10 Forfeiture of Agreement

7.10.1 The Design-Build Team shall forfeit all benefits of the Agreement and AISD will retain all performance by the Design-Build Team and recover all consideration, or the value of all consideration, paid to the Design-Build Team pursuant to the Agreement if:

- a) The Design-Build Team was doing business at the time of submitting its Step 1 or Step 2 Submission or had done business during the 365-day period immediately prior to the date on which its Step 1 or Step 2 Submission was due with one or more Key Contracting Persons or Restricted Parties; or
- b) The Design-Build Team does business with a Key Contracting Person or Restricted Party after the date on which the Step 1 or Step 2 Submission that resulted in the Agreement and prior to full performance of the Agreement.

7.10.2 “Was doing business” and “does business” means:

- a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

- c) Any retail transaction for goods or services sold to a Key Contracting Person or Restricted Party at a posted, published, or marked price available to the general public;
- d) Any financial services product sold to a Key Contracting Person or Restricted Party for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by the Design-Build Team in the ordinary course of its business; or
- e) A transaction for a financial service or insurance coverage made on behalf of the Design-Build Team if the Design-Build Team is a national or multinational corporation by an agent, employee or other representative of the Design-Build Team who does not know and is not in a position that he or she should have known about the Agreement.

7.10.3 As a result of their involvement in the Project, the persons listed in Exhibit A of Form 9-B and, subject to the rules set out in this RFQ, any Person controlled by, that controls or that is under common control with such listed Persons and the subcontractors and consultants of such listed Persons are not eligible to participate as a member of the Respondent's team.

7.10.4 The Respondent must provide with both its Step 1 Submission and Step 2 Submission a completed Form 9-B by all Respondent Prime Team Members.

7.11 Use of Confidential Information

7.11.1 Each Respondent must declare and continue to be under an obligation to declare that it does not have knowledge of or the ability to avail itself of Confidential Information of AISD relevant to the Project where AISD has not specifically authorized such use.

7.11.2 Confidential Information:

- a) Shall remain the sole property of AISD, as applicable, and the Respondent shall treat it as confidential;
- b) May not be used by the Respondent for any other purpose other than submitting a Submission or the performance of any subsequent agreement with AISD relating to the Project, as applicable;
- c) May not be disclosed by the Respondent to any person who is not involved in the Respondent's preparation of its Step 1 Submission or Step 2 Submission or the performance of any subsequent agreement with AISD relating to the Project, as applicable, without prior written authorization from the party to whom the Confidential Information relates;
- d) If requested by AISD, will be returned to same no later than ten (10) calendar days after such request; and
- e) May not be used in any way that is detrimental to AISD.

7.11.3 Each Respondent shall be responsible for any breach of the provisions of this Section 7.11 by any Person to whom it discloses the Confidential Information. Each Respondent acknowledges and agrees that a breach of the provisions of this Section 7.11 would cause AISD and/or its related entities to suffer loss which could not be adequately compensated by damages, and that AISD and/or any related entity may, in addition to any other remedy or relief available at law or in equity, enforce any of the provisions of this Section 7.11 upon the Step 1 Submission and Step 2 Submission to a court of competent jurisdiction for injunctive relief without proof of actual damage to AISD or any related entity.

7.11.4 The provisions in this Section 7.11 shall survive any cancellation of this RFQ, negotiation, and the conclusion of the entire RFQ Process.

7.12 Texas Education Code §22.08341 (Criminal History Record Information Review of Certain Employees).

Each Project identified on the Prospectus includes a notation stating whether workers performing Work on the Project Site will be “covered employees” as defined in Section 3.15 of the General Conditions. In addition, for each Project on the Prospectus that is identified as not having covered employees or having “non-covered” employees, but is a Project where students will be present on the Project Site during all or part of the Work, there is a description on the Prospectus of the conditions, if any, the selected Offeror Respondent will be required to maintain and/or precautions the selected Offeror Respondent will be required to take on the Project Site for the particular Project to ensure that the workers on such Project Site do not become covered employees.

For all workers who are not covered employees, Texas Education Code §22.08341 is not applicable to such workers, and the selected Offeror Respondent must comply with the provisions of Section 3.16 of the General Conditions regarding criminal history record information reviews for such workers employed on the particular Project. Provided, however, pursuant to Section 3.16 of the General Conditions, if after the Work has commenced, some or all of the workers on the particular Project become covered employees, the selected Offeror Respondent must thereafter comply with Section 3.15 of the General Conditions with regard to such covered employees.

If applicable, the selected Offeror Respondent must at all times during the Project maintain the conditions and/or take the precautions on the Project Site described on the Prospectus for the particular Project that resulted in the determination that a worker is a non-covered employee continues to exist throughout the time that the contracted services are provided and shall to ensure that the workers employed in connection with the Work do not become covered employees.

If workers performing Work on the Project Site for a particular Project are covered employees, Texas Education Code §22.08341 is applicable to such covered employees, and the selected Offeror Respondent must comply with the provisions of Section 3.15 (rather than Section 3.16) of the General Conditions with regard to such covered employees.

7.13 Section not used

7.14 Texas Public Information Act

7.14.1 Respondents are advised that AISD may be required to disclose the RFQ documents and a part or parts of any Step 1 or Step 2 Submission pursuant to Applicable Law, rules and regulations. Specifically, notwithstanding anything to the contrary stated in this RFQ, disclosure of any information obtained by either party or any of its officials, employees, agents or representatives in connection with this RFQ will be subject to the provisions of the Texas Public Information Act (TPIA) and all legal authorities relating

thereto, including but not limited to opinions, decisions, and letter rulings by the State Attorney General Office.

7.14.2 Respondents are also advised that the TPIA may provide protection for confidential and proprietary business information. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Step 1 and Step 2 Submissions. AISD will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Respondents as confidential but shall not be liable in any way whatsoever to any Respondent or Team Member if such information is disclosed under Applicable Law.

7.15 Compliance with Texas Law

The contract(s) awarded will be governed by the laws of the State of Texas, and is (are) deemed payable and performable in Travis County, Texas. The venue for all disputes thereunder shall be as stated in Schedule 9 of the Agreement.

7.16 Minimum Insurance

The Respondent must be able and capable of meeting and providing all of the insurance requirements as defined in Schedule 12 (Insurance and Performance Security Requirements) of the Agreement.

7.17 Civil Rights and Equal Opportunity in Employment

7.17.1 Each Respondent agrees, during this RFQ Process and, if applicable, during the performance of the services under the Agreement, that the Respondent shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if the Respondent were an entity bound to comply with these laws. The Respondent shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age, or handicapped condition. In accordance with Title VI of the Civil Rights Act of 1964:

- Compliance with Regulations: Respondent shall comply with the requirements relative to nondiscrimination in federally-assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1A, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- Nondiscrimination: Regarding the work performed by Respondent under the Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Respondent shall not participate either directly or indirectly in the

discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Respondent for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Respondent of the Respondent's obligations under the Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- Sanctions for Noncompliance: If Respondent does not comply with the nondiscrimination provisions of this RFQ and the Agreement, AISD shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Respondent under the Agreement until Respondent complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.
- Incorporation of Provisions: The Respondent shall include the provisions of Sections 14.3 a-e (regarding nondiscrimination) and 13.2 (regarding reports) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.

7.17.2 The Respondent must provide a written statement within its cover letter that it will comply with the requirements of this Section 7.17 during the RFQ Process and during the performance of the Agreement. This statement should include a description of any existing affirmative action plan as an appendix to the Step 1 Submission.

7.18 Additional Requirements

7.18.1 If required by Chapter 176, Texas Local Government Code, the Respondent must file a Conflict of Interest Questionnaire with AISD. If selected, the Respondent (then to be referred to as the Design-Build Team), shall update this Questionnaire, by September 1 of each year for the duration of the Agreement, and until Final Completion. In addition, if any statement on this submitted Conflict of Interest Questionnaire becomes incomplete or inaccurate, the Design-Build Team shall submit an updated Conflict of Interest Questionnaire. The Respondent should note that the law requires AISD to provide access to this Conflict of Interest Questionnaire on the official AISD website at <https://www.austinisd.org/cp/cis>. In addition to all other contractual or other rights, or rights available at law or in equity or legislation, AISD may immediately exclude a Respondent from further consideration or remove the Respondent from the RFQ process if the Respondent fails to comply with this Section 7.18.1.

7.18.2 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Texas Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

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- 7.18.3 After the AISD Board of Trustees approves the selected Respondent that is invited to participate in the Negotiation Process, the successful Respondent will be required to complete an electronic Form 1295 (“Form 1295”) on the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit the completed and executed Form 1295, including the certification of filing, to AISD prior to entering into a contract with AISD in accordance with Texas Government Code, section 2252.908. Additional information is available on the Texas Ethics Commission website at <http://www.ethics.state.tx.us/>. Submission of a response to this Request for Proposals indicates the Offeror’s acceptance of and intended compliance with these requirements.
- 7.18.4 Respondent shall provide a notarized Form 10-C “Statement Information Affidavit” provided in Attachment 10 of this RFQ that all information provided in the Step 1 Submission or in discussions with AISD or staff is true and accurate to the knowledge of Respondent.
- 7.18.5 Respondents shall, as a part of their Step 1 Submission and Step 2 Submission, address and identify how they intend to comply with all existing laws, rules or applicable municipal charters related to the use of women, minority, small or disadvantaged businesses. Respondents shall, as a part of their Step 1 Submission and Step 2 Submission, address and identify how they intend to comply with all existing laws related to historically underutilized businesses.
- 7.18.6 The Respondent must provide with both its Step 1 Submission and Step 2 Submission a completed Form 10-B “Ethics Affidavit” of Attachment 10 of this RFQ by all Respondent Prime Team Members.

8.0 SUBMISSION REQUIREMENTS AND CONTENT REQUIREMENTS

Respondents shall submit their Step 1 Submission and Step 2 Submission organized in accordance with the requirements of this Section 8 and Attachment 6 of this RFQ.

9.0 DEFINITIONS

Unless otherwise specified or the context otherwise requires, whenever used in this RFQ, refer to Attachment 5.

1.0 ATTACHMENT 1: PROJECT DATA ROSEDALE

The Agreement and the Bridging Documents will be issued at the start of the Step 2 process.

The Design Criteria Package will be provided at Step 1.

Timetable

Event	Date
Issuance of RFQ	March 7, 2019
Pre-submission conference #1	March 14, 2019
Deadline for RFI submissions for Step 1	April 3, 2019
Last day for AISD to provide RFI responses for Step 1, and issuing of Addendum to Step 1	April 8, 2019
Step 1 Submission (Qualifications) Due Date	April 11, 2019
Issue Notification to Short-listed Firms for Step 2, invitation notification, and release of Design-Build Project Agreement	April 17, 2019
Deadline for RFI submissions for Step 2	April 24, 2019
Last day for AISD to provide RFI responses for Step 2 and issuing Addendum	April 29, 2019
Step 2 (Additional Information) Submission Due Date	May 1, 2019
Interview session with Step 2 Respondents	May 7-9 2019
AISD Board of Trustees approval to enter into negotiation with selected Respondent.	June 17, 2019
Negotiation Period	June 18- June 25, 2019
Target date to sign the Agreement	June 26, 2019
Issue NTP	June 27, 2019
Substantial Completion Date	Rosedale: May 28, 2021
Final Completion Date	Rosedale: July 30, 2021

Attachment 1: Project Data ROSEDALE

The architectural scope for this project includes a completely new 16-studio building with additional areas for collaboration, community, and specialized learning. In lieu of a traditional cafeteria, the new Rosedale School will implement a dispersed dining model, utilizing a centralized server with dining to occur throughout the facility. The new building must meet the vision of the CAT to provide a welcoming, empowering, and community-focused school. Its composition must create spaces that encourage a sense of belonging and learner choice. Learners may spend their entire educational careers at this campus. Thus, a sense of whole-school community must be balanced with individual learner differentiation to allow each learner a sense of progression and educational milestones. The Rosedale School's mission is to empower and serve learners who have special needs with love and respect. The architecture must do the same.

The Project Construction Budget (PCB) is \$27,625,400 for the new Rosedale school and site work and includes the scope described above. Currently, two additional items are being explored and would result in an increased project budget, if Austin ISD elects to pursue either alternative.

ITEM 1 - POTENTIAL THIRD PARTY PEDIATRIC CARE CLINIC

Austin ISD is currently exploring a partnership with a pediatric care outpatient clinic that serves a population similar to the Rosedale School and shares a similar philosophy of care. This partnership may involve the co-location of the clinic with Rosedale School. The anticipated size of the clinic ranges between 13,000 – 19,000 square feet. The clinic in its entirety may be located in a second-floor space and prefers to be contained all on one floor. The Rosedale School and clinic anticipate the shared use of some spaces, including but not limited to staff sharing the Faculty Center and clinic after-hours use of Fitness/Multipurpose, Community, and some Studio or Collaboration spaces. If this partnership is pursued, the design team will likely need to further explore potential shared use areas and other ways the facility can best leverage this mutually beneficial partnership. All should be balanced with requisite security needs for the Rosedale School campus. On the site, the clinic will need a dedicated entrance, parking, and drop-off area. Parking would likely include 70 additional parking stalls and 10 of these would be dedicated ADA parking stalls. Potential shared use of parking between the school and the clinic may also require further study by the design team.

ITEM 2 - POTENTIAL LEARNER WELLNESS SPACE

The Rosedale Foundation is currently exploring a fundraising effort for an additional wellness space at the Rosedale School. The Rosedale Foundation's mission is to raise special needs awareness and empower the students, families, and staff at the Rosedale School. This foundation funds special projects to achieve the mission. The Rosedale Foundation, in collaboration with the CAT, has identified a potential additional wellness space to further improve the health and well-being of learners which may include a therapy pool or other wellness-focused programming.

Space Programming & Bridging Document Services

The Programming & Bridging Document Team with the community, principal, staff and other stakeholders input, developed a set of comprehensive programming and bridging documents that will serve as a statement of design considerations sufficient to provide the Design Build Teams the basis for subsequent design phases and future competitive procurement. The Bridging

Documents establish the design requirements for the new Rosedale School campus, building on Austin ISD's Educational Specifications (Ed Specs) and Project Development Manual (PDM) with the specific needs of learners and spaces at the Rosedale School.

The Design team will continue providing architectural services for the subsequent phases of design, procurement and construction administration as outlined in the AISD professional services agreement.

Documents Provided by AISD

Associated documents that may be accessed and printed are on the AISD website at:

<https://www.austinisd.org/construction-management/design-information>

https://aecomconnect.com/AISD_FCA/Reports.Html

- AISD Educational Specifications (Ed Specs)
- AISD Project Development Manual (PDM)
- Site Survey
- Sustainability Requirements (included in Ed Specs)
- Facility Master Plan
- Project Data Sheets (Attached)
- Bridging Documents (Released in Step 2)

2.0 ATTACHMENT 2: PROJECT DATA NEW NORTHEAST MIDDLE SCHOOL

The Agreement and the Bridging Documents will be issued at the start of the Step 2 process.

The Design Criteria Package will be provided at Step 1.

TIMETABLE

Event	Date
Issuance of RFQ	March 7, 2019
Pre-submission conference #1	March 14, 2019
Deadline for RFI submissions for Step 1	April 3, 2019
Last day for AISD to provide RFI responses for Step 1, and issuing of Addendum to Step 1	April 8, 2019
Step 1 Submission (Qualifications) Due Date	April 11, 2019
Issue Notification to Short-listed Firms for Step 2, invitation notification, and release of Design-Build Project Agreement	April 17, 2019
Deadline for RFI submissions for Step 2	April 24, 2019
Last day for AISD to provide RFI responses for Step 2 and issuing Addendum	April 29, 2019
Step 2 (Additional Information) Submission Due Date	May 1, 2019
Interview session with Step 2 Respondents	May 7-9 2019
AISD Board of Trustees approval to enter into negotiation with selected Respondent.	June 17, 2019
Negotiation Period	June 18- June 25, 2019
Target date to sign the Agreement	June 26, 2019
Issue NTP	June 27, 2019
Substantial Completion Date	New NE Middle: May 27, 2022
Final Completion Date	New NE Middle: July 29, 2022

Attachment 2: Project Data New Northeast Middle School

New Northeast Middle School

School Overview

The New Northeast Middle School will be a brand new facility within an approximately 20-acre site. The new construction will be located at the intersection of Zach Scott Street and Tilley Street at the Mueller Development, and will be designed to a planned capacity of 800 students. This facility will be based on an urban-centric design, and the process will involve collaboration with the City of Austin, Mueller Community, and the Master Developer in addition to AISD Stakeholders and the designated Campus Architectural Team.

Project Description Summary

The Project Construction Budget for New Northeast Middle School is \$43,736,000, and includes anticipated escalation to the mid-point of construction.

Following the AISD vision of creating modern learning environments for their 21st century students, the design of the new middle school shall incorporate flexible spaces allowing for collaborative, interdisciplinary, and project-driven learning.

Shifting away from the traditional classroom configuration, the learning areas shall incorporate open spaces that encourages mobility and invites interaction between students, ultimately enhancing the learning experience. The design team shall integrate technology as an essential tool for student research, analysis, and communication, as well as, the integration of multiple spaces to support community needs.

All building systems and features will reflect the latest in design advances, fully addressing accessibility, sustainable (or “green”) construction, and the provision of a healthy, safe, and secure environment for students, teachers, and staff. The Facility Master Plan, Educational Specifications, and the Project Design Manual are AISD required guidelines for the project design.

Space Programming & Bridging Document Services

The Programming & Bridging Document Team will develop, with the community, academic leadership, staff and other stakeholders’ input, a set of comprehensive programming documents that will serve as a statement of design considerations sufficient to provide the Design Build Teams the basis for subsequent design phases and future competitive procurement.

The Design team will continue providing architectural services for the subsequent phases of design, procurement and construction administration as outlined on AISD professional services agreement.

Documents Provided by AISD

Associated documents that may be accessed and printed are on the AISD website at:

<https://www.austinisd.org/construction-management/design-information>

https://aecomconnect.com/AISD_FCA/Reports.Html

- AISD Educational Specifications (Ed Specs)
- AISD Project Development Manual (PDM)
- Site Survey
- Sustainability Requirements (included in Ed Specs)
- Facility Master Plan
- Project Data Sheets (Attached)
- Bridging Documents (Released in Step 2)

3.0 ATTACHMENT 3: INTERVIEWS

3.1 INTERVIEWS WITH STEP 2 RESPONDENTS

3.2 Purpose of the Interviews

3.2.1 The Interviews will be hosted by AISD and are intended to further the following goals:

- a) Provide a forum for AISD to meet and better understand the composition and qualifications of a Respondent, its planners, designers and constructors that are proposed and committed to perform the Work;
- b) To allow AISD to gain clarification and detail pertaining to elements of the Respondent's, approach to work, Step 2 Submission, and response to the RFQ;
- c) To allow the Respondents to seek clarification on the RFQ Process and documents;
- d) To allow the Respondents to raise questions and solicit feedback on their approaches to the planning, design and construction of the Projects;
- e) To allow Respondents to present particular value-added elements of their team, and to present, if requested by AISD, the merits of their intended design, and construction Submissions; and
- f) For the Step 2 Submission process, to provide AISD additional information concerning the Respondent and its Submission so as to assist in the scoring and evaluation of the Submissions.

3.3 Confidentiality of Information Presented by Respondent

3.3.1 AISD will conduct the Interviews in a manner such that only the invited Respondent will be provided the time and attention of AISD during the Interview, and that each Interview with each Respondent will be treated as an individual Interview.

3.3.2 Disclosure of any information obtained during an Interview will be subject to the provisions of the Texas Public Information Act (TPIA) and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

3.3.3 AISD reserves the sole right to determine whether to share with all Respondents, by Addendum, any information obtained during the Interviews that under Applicable Law may be, but is not required to be, disclosed.

3.3.4 AISD will have sole discretion in determining if a matter can, should, or must be treated as confidential. All Respondents, by their attendance at an Interview, confirm and understand this.

3.4 Schedule, Location and Duration of Interviews

3.4.1 Schedule

a) AISD anticipates conducting the Interviews during the timeframes stated in Section 5.0 – Timetable of Attachments 1 + 2 of this RFQ. Respondents should be aware that the Interview process is at the AISD's discretion, and that times and dates of the Interviews are subject to change.

b) A Respondent's failure to attend a scheduled Interview is at the Respondent's risk.

c) The Respondent may be assigned dates and times within the timeframe periods selected for the Interviews by random drawing.

d) AISD may also decide to schedule additional Interviews if further clarifications or information is sought by AISD, for the express purpose of providing benefit to the Project.

3.4.2 Location

a) Unless provided otherwise in writing by AISD, all Interviews will be held at the Austin Independent School District office of the Construction Management Department located at 812 San Antonio, Suite 200 Austin, Texas 78701. Specific room and time, and additional information, will be provided to the Respondent in writing by AISD prior to the Interviews.

3.4.3 Duration

a) AISD anticipates that each scheduled Interview will last no more than two (2) hours for the Respondent, which may include time for breakout sessions, presentations, and discussions.

3.5 Interview Procedures and Protocols

3.5.1 Interview Procedure Prior to Commencement

a) If requested by ASID, the Respondents shall submit their proposed questions and items for discussion on a Respondent prepared

agenda for the Interview in accordance with Section 3.5.2 of this Attachment 4 of this RFQ.

- b) Respondents must submit to the Contact Person the name and title of each Respondent attendee at least 48 hours prior to a scheduled Interview.
- c) Respondent attendees shall be required to present proper identification at the meeting location's security check-point.
- d) To adhere to the scheduled time for each Interview, all Respondent attendees should make an effort to arrive at the scheduled Interview location at least 15 minutes prior to the start time of the Interview.
- e) At the commencement of each Interview, AISD will distribute an attendance sheet and each Respondent attendee shall sign the attendance sheet.

3.5.2 Interview Protocol

- a) The Respondent may not release or discuss any specific information, discussion, or pricing or costing information after the Interview.
- b) Any statement made at an Interview by AISD, or its representatives or advisors, may not and should not be deemed or considered to be an indication of a preference, acceptance or rejection by AISD of anything said or done, or of any information presented by a Respondent.
- c) No statement voiced by AISD during any Interview may be construed as a waiver to or modification of any part of the RFQ. No request to record the Interview will be granted. Only those statements which are incorporated through an Addendum to this RFQ may be relied upon by the Respondent.
- d) During the Interviews, Respondents shall not seek any unfair advantage over any other Respondent, for example efforts to obtain commitments or information from AISD that are not similarly made available to the other Respondents.
- e) Attendance by any member of a Respondent or member of a Respondent's advisor by telephone or video-conference is strictly prohibited.
- f) Lobbyists, government representatives, journalists, or any other third party representatives who are not members of a Respondent's team or its advisors are prohibited from attending or participating in, or observing any Interview.

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- g) Additional requirements (e.g., limitations on number of attendees) and other information relating to a specific Interview may be issued by AISD to the Respondents prior to any Interview.
 - h) For the benefit of continuity, it will generally be expected that the AISD advisor participants in Interviews will be the same in all Interviews, except where the session focuses on specific matters identified in the AISD invitation.

3.6 Interview Agenda and Supporting Documents

- 3.6.1 Each Interview will follow the agenda topics provided to AISD by the Respondent in advance of each Interview.
- 3.6.2 Respondent's shall submit detailed agendas and questions at least five (5) Business Days prior to a scheduled Interview in order to enable AISD to consider responses in advance, and to make available AISD staff necessary to best address the Respondent's issues.
- 3.6.3 Respondent's agenda and questions for each Interview shall be structured, in order of priority. The topics identified by AISD must be included as the first order in the priority listing of the Respondent's detailed interview agendas.
- 3.6.4 Respondents must bring with them a minimum of ten (10) copies of any presentation materials to the Interview. AISD in its discretion may choose to keep or return this information.

3.7 AISD's Responses during the Interviews

- 3.7.1 During an Interview, AISD will not provide any instruction of how a Respondent should or could comply with the RFQ; it will only consider how the Respondent's inquiry may be in compliance with the requirements set forth in the RFQ.
- 3.7.2 AISD may indicate its concerns regarding information presented to it, but is not obligated in any manner. These concerns will be expressed in terms of the specific requirements of the RFQ (e.g. a Respondent may be asked how it believes its submission addresses the requirements of a particular section of the RFQ.)

3.8 Additional Request for Information

- 3.8.1 If the Respondent wishes to follow-up upon anything said or indicated at an Interview, the Respondent should submit an RFI in accordance with Section 6 of this RFQ.

4.0 ATTACHMENT 4: SUBMISSION REQUIREMENTS (SELECTION CRITERIA)

4.1 GENERAL SUBMISSION REQUIREMENTS

4.2 Submissions will be submitted in two (2) steps, as outlined in this RFQ. The requirements described herein apply to both the submission for Step 1 (Qualifications), and, if invited by AISD, the submission for Step 2 (Additional Information). Submission format and submittal instructions are provided in Attachment 6 of this RFQ.

4.3 The Submissions must provide sufficient information to reasonably demonstrate that the Respondent can meet the responsibilities and obligations of the Project as set out in this RFQ and the Agreement. In preparing its Submissions, the Respondent is highly encouraged to cite past project experience of a similar nature, including how it and its Team Members were successful in terms of:

- Resolving issues;
- Ability to address counterparty concerns; and
- Ability to apply any lessons learned to this Project.

STEP 1 (QUALIFICATIONS) SUBMISSION REQUIREMENTS

4.4 Responses must be typewritten or printed in ink. Electronically submitted responses (including faxes) will NOT be considered.

4.5 Any response may be withdrawn in writing prior to the Submittal Deadline. Any response not so withdrawn shall constitute an irrevocable response and may not be withdrawn by the respondent without the permission of the Contract and Procurement Department for a period of ninety (90) days

4.6 Respondents should be aware that a total page count limit of seventy-five (75) pages, less dividers and tabs, and the appendix for resumes, will apply for the Step 1 (Qualifications) Submission. For further clarity, and in addition to the 75-page limit noted above, the resumes noted in Section 7.2 (Key Individuals) below, are to be placed in an appendix to the Step 1 (Qualifications) Submission and will not count against the 75-page limit.

4.7 All pages shall be numbered. Safety records in accordance with Attachment H will be requested from Respondents who are selected for interview.

4.8 One original, one hardcopy, and one copy on a USB storage device shall be placed in a separate envelope or box and properly identified with Respondent's company name and phone number, RFQ number, due date and time with the following

mandatory documentation organized and submitted in a single package in the order shown below.

Step 1 Submission Requirements	
Title	Submission Contents
A) STEP 1 - GENERAL INFORMATION	
1.0 Cover Letter	The Respondent must include all of the required information as detailed in the RFQ and Attachment 7 (Submission Format and Evaluation) of this RFQ.
2.0 Executive Summary	<p>The Respondent must include the following sections in the Executive Summary:</p> <p style="margin-left: 40px;">2.1 Statement of Interest A brief statement of interest for the Project that identifies the Respondent's Prime Team Members and other Team Members.</p> <p style="margin-left: 40px;">2.2 Statement of Understanding A brief statement that demonstrates the Respondent understands of the major components, goals, and principles of the Project.</p>

Step 1 Submission Requirements	
Title	Submission Contents
3.0 Team Organization	<p>The Respondent must include the following sections in Team Organization:</p> <p>3.1 Respondent's Prime Team Members and other Team Members Provide a narrative detailing the Respondent's Prime Team Members and all other Team Members that form the proposed Design-Build Team for this Project.</p> <p>3.2 Contact Information Provide the principle address and contact information of each consultant office, and the Respondent Representative that will be primarily responsible for providing services on this Project.</p> <p>3.3 Organizational Chart Confirm in graphic form the proposed Project assignments, lines of authority and communication for each Team Member of the Respondent.</p> <p>3.4 Additional Information If the Respondent's Prime Team Members and other Team Members will provide directly all of the required goods and services for the Project, please answer the following for the all Team Members:</p> <ul style="list-style-type: none"> - Form of business; - If a corporation, limited partnership or limited liability company – provide state of creation; - Identification of contact person; and - A brief biography of the key officers and their experience.

Step 1 Submission Requirements	
Title	Submission Contents
B) STEP 1 – RESPONDENT’S QUALIFICATIONS	
4.0 Statement of Unique Qualifications and Availability Plan	<p>The Respondent must include the following sections under Statement of Unique Qualifications and Availability Plan:</p> <p>4.1 Unique Qualifications</p> <ul style="list-style-type: none"> • Provide a narrative describing the Respondent’s Prime Team Members and other Team Member’s unique qualifications as they pertain to this Project • Provide any other details regarding special services, products, advantages or other benefits offered to AISD by the Respondent. • Describe what you believe are your unique operational skills and experiences, which differentiate your team from your competitors. <p>4.2 Availability</p> <ul style="list-style-type: none"> • Provide a statement on the availability and commitment of the Respondent’s Prime Team Members, its principal(s), each consultant, and its assigned principal(s) to undertake the Project. • What percent of each Team Member’s capacity (per office location) would be required to execute this Project and which (if other than Austin) offices would be utilized?
5.0 Legal and Financial Ability to Provide Design-Build Services Plan	<p>The Respondent must include the following sections under Legal and Financial Ability to Provide Design-Build Services Plan:</p> <p>5.1 Financial Ability</p> <p>Provide the following information for each Respondent’s Prime Firms on the Respondent Team for the past five (5) fiscal years:</p> <p>5.1.1 Volume</p> <ul style="list-style-type: none"> - Annual number, value and percent change of contracts in the State of Texas per year; - Annual number, value, and percent change of contracts nationally per year. <p>5.1.2 Revenues</p> <ul style="list-style-type: none"> - Annual revenue totals and percent change per year. <p>5.1.3 Bonding</p> <ul style="list-style-type: none"> - Total bonding capacity - Available bonding capacity and current backlog. - Attach a bond letter using the template provided in Attachment 9, from a surety company indicating your firm’s ability to bond for the entire construction cost of the project. Bonding

Step 1 Submission Requirements	
Title	Submission Contents
	<p style="text-align: center;">requirements for the selected Design-Build Team set forth in the Agreement.</p> <p>5.2 Legal Ability</p> <ul style="list-style-type: none"> - Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organization and company direction. - Provide details of any past or pending litigation, or claims filed, against your firm and/or principals that may affect your performance under a contract with AISD. - Identify all investigations, administrative actions or warnings taken, pursued or issued by any federal state or local governmental agency involving the Respondent's Prime Team Member and all proposed Team Members and/or any of their respective principals/officers within the last five (5) years that relate to a design-build project. - Describe any instances involving your firm for which it became necessary for an owner to engage a project's bonding company to fund the completion of your firm's work on any project. - Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution. - Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any AISD employee or officer? If so, please explain.
<p>6.0 Performance on Past Representative Design-Build Projects</p> <p>(limit of 2 pages per project)</p>	<p>The Respondent must include the following sections under Performance on Past Representative Design-Build Projects:</p> <p>6.1 Past Projects</p> <p>Identify and describe the proposed Respondent's Prime Team Member and Team Member past experience for providing design or construction services that are MOST RELATED TO THIS PROJECT within the last ten (10) years. Design-Build type projects are preferred. List the projects in order of priority, with the most relevant project listed first. Provide the following information for up to ten (10) projects listed:</p> <ul style="list-style-type: none"> - Project name, location, contract delivery method, and description;

Step 1 Submission Requirements	
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	<ul style="list-style-type: none"> - Color images (photographic or machine reproductions); - Construction cost estimate determined by Respondent during pre-construction phase services; - Final construction cost, including any change orders; - Final project size in gross square feet; - Type of construction (new, renovation, or expansion); - Actual notice-to-proceed for pre-construction services; - Initial contingency amounts (design, contractor, cash, etc.) and amounts (if any) refunded to the owner; - Actual notice-to-proceed, Substantial Completion, and final payment dates for construction services; - Name of the project manager (individual responsible); - Name of project superintendent (individual responsible for coordinating the day to day work); - Names of mechanical, plumbing and electrical subcontractors; - Names of the proposed team if any, who participated in these projects; - The owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number; - Architect/engineer's name and representative who served as the day-to-day liaison during the construction phase of the project, including telephone number; - Length of business relationship with the owner; and - References shall be considered relevant based on specific project participation and experience with the Respondent. AISD may contact references during any part of this process. Please acknowledge your approval for AISD to contact your references. <p>6.2 Accolades</p> <p>Identify a maximum of three (3) completed projects, of any type, for which your firm has received an award for construction excellence from a recognized organization and provide descriptive information for each.</p>
<p>7.0 Technical Qualifications of Design-Build Team</p> <p>(For Section 7.2 only, a 2 page limit</p>	<p>The Respondent must include the following sections under Technical Qualifications of Design-Build Team:</p> <p>7.1 Management Philosophy</p> <ul style="list-style-type: none"> - Describe your management philosophy for the design-build construction delivery method.

Step 1 Submission Requirements	
Title	Submission Contents
<p>is applied to each resume, and only these resumes shall be placed in an appendix to the Submission)</p>	<ul style="list-style-type: none"> - Describe the Respondent's Prime Team Members' process in working with consultants and integrating them into the design and construction process. <p>7.2 Key Individuals</p> <ul style="list-style-type: none"> - Provide resumes of the Key Individuals for the Respondent, including the contractor(s) and the designers (architects and engineers), including project principal, construction manager, proposed architect of record, proposed engineer(s) of record for all required disciplines, including, civil, structural, mechanical, and electrical work, and any other key consultant members including the proposed superintendent who will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, and their city(s) of residence. Certify that each design professional the Respondent intends to use for this Project was selected based on demonstrated competence and qualifications in the manner required by Chapter 2254 of the Texas Government Code. - Describe the impact of current each Key Individual's workload on managing resources for this Project. - Confirm in graphic form the proposed Project assignments, lines of authority and communication for each Key Individual and other identified Team Members and the estimated percent of time these individuals will be involved in this Project. - Identify the proposed Team Members (including consultants) who worked on the projects listed in Section 6.0 of Part 2.0 of this Attachment 4 above, and describe their responsibility in those projects compared to this Project.
<p>8.0 Ability to Manage Construction Safety Risks Plan</p>	<p>The Respondent must include the following sections under Ability to Manage Construction Safety Risks Plan :</p> <p>8.1 Safety Incidents</p> <ul style="list-style-type: none"> - For all projects that the Respondent has managed (or co-managed) in the past five (5) years, list and describe all events or incidents that have reached any of the following levels of severity: <ul style="list-style-type: none"> • Any occupational illness or injury that resulted in death or total and permanent disability; • Any occupational illnesses or injuries that resulted in hospital admittances; • Explosion, fire or water damage that claimed 5% of the project's construction value; and

Step 1 Submission Requirements	
Title	Submission Contents
	<ul style="list-style-type: none"> • Failure, collapse, or overturning of a scaffold, excavation, crane or motorized mobile equipment when workers were present at the project. <p>8.2 Experience Modification Rate</p> <ul style="list-style-type: none"> - Identify the firm's Experience Modification Rate (EMR) for the three (3) most recent annual insurance-year ratings. <p>8.3 OSHA Recordable Incident Rates</p> <ul style="list-style-type: none"> - Identify the firm's annual OSHA Recordable Incident Rates (RIR) for all work performed during the past three (3) calendar years. - Identify the firm's annual OSHA Lost Workday Case Incident Rates (LWCIR) for all work performed during the past three (3) calendar years.
9.0 Ability to Establish Budgets and Control Costs on Past Projects	<p>The Respondent must include the following sections under Ability to Establish Budgets and Control Costs on Past Projects:</p> <p>9.1 Systems and Records</p> <ul style="list-style-type: none"> - Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. - Describe how you used these systems for any combination of three (3) projects listed in response to Section 6.0 of Part 2.0 of this Attachment 4. Provide a sample of a cost estimate used to establish a contract amount from any project listed in Section 6.0 of Part 2.0 of this Attachment 4.
10.0 Ability to Meet Schedules on Past Projects	<p>The Respondent must include the following sections under Ability to Meet Schedules on Past Projects:</p> <p>10.1 Approach</p> <ul style="list-style-type: none"> - Describe the approach the Respondent will use to develop, maintain, and update the Project schedule during design and construction. - Describe the way in which your firm develops and maintains work schedules to coordinate with the AISD's Project schedule. <p>10.2 Examples</p> <ul style="list-style-type: none"> - For any combination of three (3) projects listed in response Provide examples of how these techniques were used.
11.0 Knowledge of Current Design and Construction Methodologies, Technologies	<p>The Respondent must include the following sections under Knowledge of Current Design and Construction Methodologies, Technologies and Best Practices:</p> <p>11.1 Approach</p>

Step 1 Submission Requirements	
Title	Submission Contents
and Best Practices	<ul style="list-style-type: none"> - Describe your methodology for advertising, evaluating and selecting trade contractors for buildings of this type as a design-build contractor. - As the design-build contractor, describe your relationship with the local subcontracting community. <p>11.2 Experience</p> <ul style="list-style-type: none"> - The Project work may take place during school operation. Describe your past experience on School projects during school session and dealing with in congested site conditions for any project listed.
12.0 Ability to Identify and Resolve Problems	<p>The Respondent must include the following sections under Ability to Identify and Resolve Problems:</p> <ul style="list-style-type: none"> - For any combination of three (3) projects listed describe any conflicts with the owner, consultants, architects, engineer, or subcontractors and describe the methods used by the Respondent to resolve those conflicts.
13.0 Historically Underutilized Business (HUB) Program Requirements	<p>The Respondent must include the following items under HUB Program Requirements:</p> <p>13.1 Program Requirements</p> <ul style="list-style-type: none"> - The AISD HUB Program will establish goals to AISD solicitations for construction projects and professional services exceeding \$50,000, and where there are a minimum of three HUBs available to perform the work described. - In all solicitations for which goals have been established, AISD requires Respondents to meet the stated solicitation goals, or in the alternative, demonstrate documented Good Faith Efforts (GFE) have been made to meet the stated goals. <p>13.2 Approach</p> <ul style="list-style-type: none"> - The Respondent will review and complete the Statement of Responsibility (Attachment 10, Form 10-D) as described in Section 4.8 of this Solicitation. - The Respondent will provide a HUB Compliance Plan (HCP) detailing how the Respondent will comply and meet the stated Solicitation goals for both construction and professional services, which will be monitored by AISD for the duration of the Project. <p>13.3 Covenants of Performance</p> <ul style="list-style-type: none"> - Upon award of a contract by AISD that includes goals that are met, the goals and the HUB Utilization Plan become covenants of performance by the awarded Respondent in favor of AISD, subject to compliance monitoring. <p>13.4 Change Orders</p>

Step 1 Submission Requirements	
Title	Submission Contents
	- The awarded Respondent cannot make changes to the HCP without the prior written approval of the HUB Program Director
14.0 Ability to Coordinate with Third Party Works and Additional Works	The Respondent must include the Ability to Coordinate with Third Party Works and Additional Works.

STEP 2 (ADDITIONAL INFORMATION) SUBMISSION REQUIREMENTS

4.9 If invited by AISD to participate in Step 2:

4.9.1 Respondents should be aware that a total page count limit of one-hundred-ten (110) pages, less dividers, tabs, and response to Form 9-E, will apply for the Step 2 (Additional Information) Submission.

4.9.2 The Step 2 Submission requirements are as follows:

Step 2 Submission Requirements	
Title	Submission Contents
A) STEP 2 - GENERAL INFORMATION	
1.0 Cover Letter	The Respondent must include all of the required information as detailed in the RFQ and Attachment 6 (Submission Format and Evaluation) of this RFQ.
2.0 Executive Summary	<p>The Respondent must include the following sections in the Executive Summary:</p> <p>2.1 Summary</p> <ul style="list-style-type: none"> - A brief summary of the Respondent's Step 2 Submission. <p>2.2 Additions to the Respondent's Team</p> <p>Identify any and all additional members that may have been added since the Step 1 Submission. (The Respondent should note that changes to the Respondent's Prime Team Members are not permitted, and changes to Team Members are highly discouraged and will be permitted only through the process identified in Section 7.5 of this RFQ.)</p>

Step 2 Submission Requirements	
Title	Submission Contents
3.0 Approach to Quality Management	<p>The Respondent must provide an Approach to Quality Management which reasonably demonstrates quality management principles and the minimum requirements stated in the Agreement.</p> <p>The section must include the following:</p> <ul style="list-style-type: none"> • General approach and statement describing the Respondent’s quality management policy and philosophy; • A description of the quality management process for design and construction phases; • A description of the Respondent’s approach, including the timing, for how the Respondent intends to submit quality management and audit plans required in the Agreement; • A brief description of training, education and other measures that will be required of Design-Build Team and subcontractors in the relevant management plans required in the Agreement.
4.0 Approvals Strategy	<p>The Respondent must provide a brief description of the Respondent Team’s approach to obtaining required permits, licenses and approvals in time for successful completion of the Project, including:</p> <ul style="list-style-type: none"> • the key team members that will undertake specific work; • the record keeping and tracking processes; and • a listing of the anticipated permits, licenses and approvals for: <ul style="list-style-type: none"> ○ The City of Austin; ○ Travis County; ○ Federal approval, if necessary; and ○ Any other approvals required.
5.0 Preliminary Works Schedule	<p>The Respondent must provide a Preliminary Works Schedule which must be prepared using Primavera 6.0 or other software compatible with Primavera 6.0, and include the following sections that articulate how the Respondent will approach and intends to meet AISD construction schedule.</p> <p style="margin-left: 40px;">5.1 Respondent Strategies</p> <p style="margin-left: 40px;">The Respondent must provide a narrative description of the Respondent’s strategies related to the development and implementation of the proposed schedule. The narrative shall articulate its schedule for communication, adherence and recovery strategies, so as to illustrate how it will maintain its proposed schedule. The narrative should provide clear references and linkage to the project schedule and the requirements of the Agreement (Project Schedule and Works Reporting).</p> <p style="margin-left: 40px;">The narrative should also provide details of the Respondent’s approach to managing its schedule control mechanisms.</p>

Step 2 Submission Requirements	
Title	Submission Contents
	<p>5.2 Respondent Preliminary Schedule</p> <p>5.2.1 Summary</p> <p>The Respondent must provide a summary works schedule showing the all milestones, move-in windows, and dates of both Substantial Completion and Final Completion.</p> <p>5.2.2 Critical Path</p> <p>The submission must include a detailed critical path network based schedule for the Project, and include, at a minimum, information with regards to the following:</p> <ul style="list-style-type: none"> • Identification and demarcation of the critical path, including the relationship lines associated with critical activities; • Construction start and completion dates for all key design and construction milestones; • Staging and sequencing; • Major design milestones, including individual submittal packages and approvals for all technical aspects required in the Agreement and detailed in Overall Technical Approach • Coordination with AISD, County, State of Texas, City and federal authorities, as applicable, and schedule for securing approvals; • Schedule for submittal and approval of design packages, and discipline specific, submittal start and completion dates; • Environmental certificates, approvals and permits for environmental obligations; • Design review and audit schedule including key dates for submissions; • Commissioning process; • Mobilization; • Demolition; • Preparatory work (maintenance of traffic, temporary works, detour routes, etc.); and • Establishment, implementation and maintenance of the quality management system described in Attachment 7 of this RFQ.
B) STEP 2 - DESIGN APPROACH	
6.0 Overall Technical Approach	6.1 Overall Technical Approach

Step 2 Submission Requirements	
Title	Submission Contents
	<p>Provide the approach to and understanding of the overall measures undertaken by the Respondent in the preparation of technical submissions, including:</p> <ul style="list-style-type: none"> • an overall understanding of the key technical aspects of the required design and construction work; and • a strategic plan for individual submittal packages to sequencing the project as needed, for all the aspects of the proposed work such as swing spaces, demolition, construction phasing, staging area, site development, structural systems, exteriors, interiors, special area design, plumbing, HVAC, sustainability, fire protection, electrical, lighting, electronic and communications systems, security and Furniture, Fixtures & Equipment. <p>6.2 Geotechnical Design The Respondent must provide a plan to address geotechnical/foundation issues for detailed design, construction, and operation and maintenance stages; and the Respondent must also satisfy the requirements of the Design Criteria Package in the Agreement. This plan shall include a description demonstrating a clear understanding of key issues and challenges related to geotechnical and foundation design.</p> <p>6.3 General Approach to Design The Respondent must provide a plan to address structural and other design issues for detailed design and construction; and satisfy the requirements of the Design Criteria Package in the Agreement. The plan shall include, at a minimum:</p> <ul style="list-style-type: none"> • Identification of consultants, including key personnel, and the approach to be used in achieving the requirements contained in the Agreement and Design Criteria Package demonstrating that the Respondent has a clear understanding of key issues and challenges related to design. The approach to detailed design must address: <ul style="list-style-type: none"> ○ Subterranean parking structure; ○ Superstructure; ○ Exterior enclosure; ○ Interiors construction; ○ Special area design; ○ Plumbing ○ HVAC ○ Fire protection

Step 2 Submission Requirements	
Title	Submission Contents
	<ul style="list-style-type: none"> ○ Electrical and lighting systems ○ Electronics and communication systems ○ Security performance ○ Furniture, Fixture & Equipment <p>6.4 Specific Design Challenges The Respondent must provide a plan to address challenging elements of the design related to the specific proposed project.</p>
7.0 Energy Green Building Compliance Plan and LEED Silver Certification	<p>The Respondent must include strategies to implement Green Building Standards for all new construction and major renovations.</p> <p>The Respondent must Coordination with Owner's energy /sustainability consultant(s) as necessary to demonstrate achievement of a minimum two-star rating under the AISD/Austin Energy Green Building Program Rating System and a minimum LEED Silver Certification (with particular attention to indoor air quality, natural daylight, and energy and water conservation) for all new buildings and classroom additions and the inclusion of as many of the components of this rating system as practical in all renovations; and commissioning services for energy/sustainability components of the Project. All services performed under the Agreement must be performed in accordance with Austin Energy Green Building Rating system and the LEED certification system as metrics, applicable Owner Education Specifications, and the provisions of the Owner Project Development Manual, including the format of the Drawings and Specifications.</p>
C) STEP 2 - CONSTRUCTION APPROACH	
8.0 Pre-Construction Phase Services and Project Execution Plan for this Project	<p>The Respondent must include the following sections in the Pre-Construction Phase Services and Project Execution Plan for this Project:</p> <ul style="list-style-type: none"> - Describe the Respondent's construction management and execution plan for providing pre-construction phase services required for this Project. - Confirm in graphic form the proposed Project assignments, lines of authority and communication for each Team Member and the estimated percent of time these individuals will be involved in this Project for pre-construction services. - Provide a detailed list of all pre-construction services the Respondent will provide to AISD on this Project. - Describe what the Respondent perceives are the critical pre-construction issues for this Project to include planning to perform construction activities during school year and construction phasing. - Describe the Respondent's procedures, objectives and personnel responsible for reviewing design and construction

Step 2 Submission Requirements	
Title	Submission Contents
	<p>documents and for providing feedback regarding cost, schedule and constructability to AISD on this Project.</p> <ul style="list-style-type: none"> - Describe the Respondent's strategy for completion of the construction documents and for procuring a cost of work from subcontractors, vendors, suppliers, etc. - Describe the Respondent's plans to interface with AISD and its representatives to enhance the design and planning process on this Project. - Describe the Respondent's approach to ensuring constructability this Project and how it will be implemented. - Provide examples of records, reports, monitoring systems, and information management systems the Respondent will use on this Project during pre-construction services. - Describe the Respondent's process for attracting qualified and experienced mechanical, electrical and plumbing subcontractors to submit proposals for this Project.
9.0 Construction Phase Services and Project Execution Plan	<p>The Respondent must include the following sections in the construction phase services and Project Execution Plan for this Project:</p> <ul style="list-style-type: none"> - Describe the Respondent's construction management and execution plan for providing construction phase services required for this Project. - Confirm in graphic form the proposed Project assignments, lines of authority and communication for each member and the estimated percent of time these individuals will be involved in this Project for construction documents services. Identify each proposed Team Member that will perform services values at 5% or more of the total construction cost. - Provide a detailed list of all construction services the Respondent will provide to AISD on this Project. - Describe what the Respondent perceives are the critical construction issues for this Project to include construction phasing, swing spaces and sequencing of the work - Describe the Respondent's ability and desire to self-perform work on this Project, and the method for determining itself the "best value" through a competitive proposal process. - Provide examples of records, reports, monitoring systems, and information management systems the Respondent will use on this Project during construction. - Describe the Respondent's approach to coordinating required inspections and approvals.
10.0 Estimating and Cost Control Measures for this Project	<p>The Respondent must include the following sections in the Estimating and Cost Control Measures for this Project:</p>

Step 2 Submission Requirements	
Title	Submission Contents
	<ul style="list-style-type: none"> - Identify the proposed cost control team for pre-construction and construction services, their duties, city(s) of residence, estimating system, and cost control system for this Project. - Describe the Respondent's project estimating system for developing the Cost of Work and how it will monitor and track these costs during the procurement and payment process. - Describe how the cost control team will ensure the executed Cost of Work will be within the AISD's budget on this Project. - Describe the Respondent's process for ensuring that the scope, cost and schedule assumptions will arrive at a "complete" Cost of Work for this Project. - Describe the contingencies the Respondent will propose in the Cost of Work, and how these contingencies will be managed through the completion of construction phase services. - Describe the plans for establishing, tracking, reporting and payment of the Cost of Work and possible future changes on this Project. - Describe the approach regarding payment and performance bonds required by the AISD on this Project, and the bonds your firm requires of subcontractors. - Provide a sample of a cost estimate used to establish a contract amount from any project listed in this Attachment 4. - AISD intends to accept a guaranteed maximum price after to execution of the Agreement. Describe: 1) the Respondent's process for ensuring that the design documents provide the information necessary to arrive at a complete a guaranteed maximum price, including all AISD requirements with reasonable contingencies, and 2) the Respondent's process for subsequently ensuring that the 100% construction documents align with the project scope in the guaranteed maximum price.
11.0 Project Planning and Scheduling for this Project	<p>The Respondent must include the following sections in the Project Planning and Scheduling for this Project:</p> <ul style="list-style-type: none"> - Identify the specific resources (i.e. personnel, hardware, software, etc.) to be used on this Project with respect to Agreement. - Describe the philosophy regarding establishment and use of project float on this Project to achieve AISD's required date of Substantial Completion. - Describe the Respondent's plan for meeting or improving AISD's proposed schedule for design and/or construction. If the Respondent proposes to improve the schedule, describe

Step 2 Submission Requirements	
Title	Submission Contents
	<p>the impact on quality of services, materials or workmanship that may occur.</p> <ul style="list-style-type: none"> - Describe the Respondent's approach to assuring timely completion of this Project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.
12.0 Quality Control and Commissioning Program for this Project	<p>The Respondent must include the following sections in the Quality Control and Commissioning Program for this Project:</p> <ul style="list-style-type: none"> - Identify the quality control and commissioning team, their duties, city(s) of residence and their objectives for this Project. - Describe how the quality control team will measure the quality of construction and commissioning performed by mechanical and electrical subcontractors as required by the Agreement, and how the Respondent will address non-conforming work. - Describe the implementation of a quality control and commissioning process for this Project during the electrical Design Development stage through completion of construction documents stage. - Describe how the quality control team will measure the quality of construction performed by trade contractors on this Project, and how the Respondent will address non-conforming work.
13.0 Plan for Establishing Budgets and Cost Controls	<p>The Respondent must include the following sections in the Plan for Establishing Budgets and Cost Controls or this Project:</p> <ul style="list-style-type: none"> - Describe the Respondent's fiduciary responsibility to AISD (as a public agency) for tracking all Cost of Work and contingencies on this Project. - Describe the Respondent's philosophy for maximizing Project scope for AISD during pre-construction services, minimizing risk to AISD, and identifying when savings can be returned to AISD during construction. - Describe the Respondent's methods for advertising, receiving proposals, awarding contracts and paying trade contractors on this Project, including review by AISD.

Step 2 Submission Requirements	
Title	Submission Contents
14.0 Job Site Safety Program for this Project	<p>The Respondent must include the following sections in the Job Site Safety Program for this Project:</p> <ul style="list-style-type: none"> - Describe the Respondent's job site safety program for this Project and specific safety policies in which employees must be in compliance. - Identify the Project safety team, their qualifications, duties, and city(s) of residence. - Briefly describe the Respondent's approach for anticipating, recognizing, and controlling safety risks and note the safety resources that the firm provides for each project's safety program. - Describe the level of importance for enforcement and support of Project safety that the Respondent includes in its performance evaluations for superintendents and project managers. - Describe the safety and insurance/claims history information and weighting that the firm includes in the submission and award process for "best value" subcontracts.
15.0 Warranty and Service Support for this Project	<p>The Respondent must include the following sections in the Warranty and Service Support for this Project:</p> <ul style="list-style-type: none"> - Describe the Respondent's warranty service support philosophy and warranty service implementation plan for this Project. - Describe how the Respondent will measure the quality of warranty service provided to the AISD for this Project. - Provide reference letters from three (3) owners identified that describe your response to, and performance on, warranty services AFTER Substantial Completion.
16.0 Risk Matrix	<p>The Respondent must include the following sections in the Risk Matrix for this Project:</p> <ul style="list-style-type: none"> - Identify in a matrix or table form the identified risks to completion of the Project within AISD's budget or schedule. The risk matrix should identify the risk description, the risk root cause, the probability of the risk occurrence, and the risk consequence. The risk matrix should also identify AISD of the risk and a risk management plan. Respondent should also describe the plan for risk mitigation and tracking. - Describe what the Respondent believes are some other serious concerns in the implementation of this Project and what are the strategies to offer to either avoid or deal with them. - Understanding the schedule limitations, provide an analysis of the AISD's Project planning schedule, and describe the Respondent's plan for communicating constructability,

Step 2 Submission Requirements	
Title	Submission Contents
	phasing, value engineering and other budget options in a form that will quickly facilitate the AISD's decision making.
17.0 Costing Methodology Approach and Plan	<p>The Respondent must include a narrative, with specific past successful examples, that describes its Costing Methodology Approach and Plan, which must include the following key points at a minimum:</p> <ul style="list-style-type: none"> - Policies on markups, including its policy on subcontractor markups; - Range of costs and definition of general conditions, including mobilization and expected staffing for administrative duties; - Approach and policies on retainage, compared against those stated in the Agreement; - Approach and policies on contingencies, how they are managed, applied, and mitigated; and - Past histories and strategies that may be implemented or consider related to discounts for prompt payment.
18.0 Construction Submission Plan	<p>The Respondent must describe how the construction activities will be carried out in a safe, effective manner while demonstrating that the Respondent has the capability to achieve its proposals in a reasonable and realistic manner, having regard to the requirements of the Agreement.</p>
19.0 Construction Management Plan	<p>The Respondent must provide a Construction Management Plan specific to the Project which must describe the Respondent's approach and methodology, including its approach to scheduling, materials management, procurement, resource management (labor and equipment), subcontractor management, coordination, reporting and internal governance, and integration of design and construction activities.</p> <p>At a minimum, the following items will be addressed (the Respondent should include staging drawings to effectively illustrate proposed methodology):</p> <ul style="list-style-type: none"> • Key issues and constraints affecting construction and strategies to manage/address those issues. • Construction sequencing and strategy, including: <ul style="list-style-type: none"> ○ issues and proposed methodology associated with hauling; and ○ placement or disposal of excavated materials. • Temporary works and detours. • Access issues for construction and traffic management. • Utility works. • Work and interface with third parties. • Environmental management during construction.

Step 2 Submission Requirements	
Title	Submission Contents
	<ul style="list-style-type: none"> • Operations and maintenance activities during construction.
D) STEP 2 - HISTORICALLY UNDERUTILIZED BUSINESS (HUB) UTILIZATION PLAN & GOOD FAITH EFFORTS	
21.0 Historically Underutilized Business (HUB) Utilization Plan & Good Faith Efforts	<p>The Respondent will provide a HUB Compliance Plan (HCP) detailing how the Respondent will comply and meet the stated Solicitation goals for both construction and professional services or, in the alternative, demonstrate Good Faith Efforts (GFE) have been made to meet the stated goals.</p> <p>Where the Respondent cannot achieve the stated solicitation goals, its HCP shall document the GFE made to achieve the goals. AISD shall provide an availability list to the Respondent (HUB Attachment 2), which shall establish the minimum universe from which a Respondent must solicit subcontractors to meet the goals.</p>

NOTE:

Pursuant to Sec. 2269.307 of the Texas Government Code, cost-related or price-related evaluation factors are not permitted during Step 1 of the RFQ process and any such related material shall not be submitted by Respondents during Step 1. Providing such information is grounds for disqualification of a respondent.

During Step 2, AISD may request additional information from Respondents regarding costing methodology. "Costing methodology" means an offeror's policies on subcontractor markup, definition of general conditions, range of cost for general conditions, policies on retainage, policies on contingencies, discount for prompt payment, and expected staffing for administrative duties. The term does not include a guaranteed maximum price or bid for overall design or construction. Respondents shall not submit information during Step 1 or Step 2 regarding a guaranteed maximum price or bid for overall design or construction. Providing such information is grounds for disqualification of a respondent.

5.0 ATTACHMENT 5: DEFINITIONS

Unless otherwise specified or the context otherwise requires, whenever used in this RFQ:

- “Additional Information” means the information as indicated in Section 3 of Attachment 3, and as requested in this RFQ, which is to be submitted by the Respondent as part of its Step 2 Submission.
- “Administrative Checklist” is a summary of all requirements requested from all Respondents, as indicated in Attachment 7 to the RFQ.
- “Agreement” means all component documents of the “Agreement Between Owner and Design/Build Contractor” as stated in Section 4.0 of Attachments 1 + 2 of this RFQ, and as provided in Attachment 10 of this RFQ.
- “AISD” means Austin Independent School District.
- “Americans with Disabilities Act (ADA)” means the Americans with Disabilities Act of 1990
- “Applicable Law” means any and all applicable provisions of all statutes, rules, laws, regulations, administrative codes, ordinances, decrees, orders, decisions, injunctions, permits, and license of or from any government authority having jurisdiction.
- “Background Information” means any and all drawings, reports (including environmental reports, archaeological reports, geotechnical reports, etc.), studies, data, documents, or other information pertaining to the Project and/or Site, given or made available to the Respondents by AISD.
- “Certified HUB” means a current and active official certification as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) issued by either the State of Texas, the City of Austin, or the Texas Unified Certification Program. Note, AISD recognizes certification as a DBE only for those projects that are federally funded.
- “City of Austin,” “City” or “City of Austin” means the city of Austin, Texas.
- “City of Austin Building Code” means the requirements adopted by the City of Austin, and amended from time to time, that contain regulations for building, electric, fire, property maintenance, mechanical, and plumbing construction.
- “Civil Rights Act of 1964” means Pub. L. 88–352, 78 Stat. 241, enacted July 2, 1964, as may be amended from time to time...
- “Confidential Information” means all materials, data, information or any item in any form, whether tangible or intangible and whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or during the RFQ Process, in connection with the Project, which is or should be reasonably understood to be proprietary or confidential to the disclosing party and which

is subject to protection under applicable intellectual property, privacy, public information and/or other laws, rules and regulations.

- “Contractor’s Aggregate Bonding Capacity” means the maximum total contract value that a bonding company will cover (in payment and performance bonds) for all of a construction company.
- “Design-Build Team” is the Respondent that advances through the RFQ Process and has executed the Agreement with AISD.
- “Estimated Project Construction Budget” means the estimated total cost of all elements for the construction of the Project, including but not necessarily limited to (1) the cost at current market rates of labor and materials (including the monthly general conditions costs), the Construction Phase Fee, the Design-Build Team’s contingency, and the Owner’s Allowance.
- “Evaluation Category or Categories” means the criteria and stated categories as defined in Section 2.0 of Part B of Attachment 5 of this RFQ.
- “Experience Modification Rate (EMR)” means the term used in the American insurance business, and more specifically in workers’ compensation insurance, that is a rating factor calculation utilized to determine a firm’s workers’ compensation insurance premium.
- “Final Completion” means the completion of the Project in accordance with the Agreement, including rectification of minor deficiencies, and shall not occur until after Substantial Completion is achieved.
- “Good Faith Effort” means the sincere undertaking with a belief or motive, without any malice or the desire to defraud, in an effort to achieve the intended goals.
- “Guaranteed Maximum Price” Is the sum of the estimated Cost of the Work (including the Owner’s Design/Build Contractor’s contingency), Owner’s Allowance, and the Design/Build Contractor’s Construction Phase Fee.
- “Historically Underutilized Business (HUB) Requirements Approval and Participation Plan” is defined in Attachment 3, Section 3.0, Table (D)21.0 of this RFQ.
- “International Building Code” means the building code issued by the International Code Council.
- “Key Contracting Persons or Restricted Parties” or “List of Key Contracting Persons and Restricted Parties” means any person or business listed in listed in Exhibit A (List of Key Contracting Persons and Restricted Parties) to Form 9-B “Ethics Affidavit” of Attachment 9 of this RFQ.
- “Key Individual” means Design-Build Team persons and/or parties as listed in Attachment 9 of the Agreement but not limited to the Project Manager, Project Architect, Construction Manager and Superintendent.

-
- “Occupational Safety and Health Act (OSHA)” means the "Occupational Safety and Health Act of 1970" codified in Title 29 of the United States Code, as may be amended from time to time.
 - “OSHA Recordable Incident Rates (RIR)” means the mathematical calculation that describes the number of employees per 100 full-time employees that have been involved in a recordable injury or illness.
 - “OSHA Lost Workday Case Incident Rates (LWCIR)” means a mathematical calculation that describes the number of lost workdays per 100 full-time employees in any given time frame.
 - “Person(s)” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency authority or entity however designated or constituted.
 - “Project” means the project as described Attachment 1 (Project Data Sheet).
 - “Respondent Prime Team Member” means an individual or entity that: (i) is the Respondent; (ii) will undertake at least thirty percent (30%) of the construction work based on total estimated construction costs of the Project; or (iii) will play the lead design role for the Project.
 - “Request for Information (RFI)” means a request for information submitted prior to the due date stated in the Timetable of Section 5.0 of Attachment 1 by or on behalf of the Respondent to the County in respect of the RFQ and Project which may have included, among other things, written questions, enquiries, requests for information, requests for clarification and/or other requested information and/or clarification.

6.0 ATTACHMENT 6: SUBMISSION FORMAT AND EVALUATION

A. STEP 1 and STEP 2 SUBMISSION FORMAT

Submissions will be submitted in two (2) discrete phases, or steps, as outlined in this RFQ. The format described herein applies to both the Step 1 (Qualifications) Submission, and if invited by AISD the Step 2 (Additional Information) Submission.

6.1 REQUIREMENTS TO SUBMIT A COMPLIANT SUBMISSION

6.2 General Submission Requirements

- 6.2.1 This Attachment is applicable to both the Step 1 and Step 2 Submissions by the Respondents.
- 6.2.2 All Submissions are to be submitted in English in both printed copy and electronic copy. In the event of any conflict or inconsistency between the printed copy and the electronic copy of the submission, the printed copy shall take precedence.
- 6.2.3 One original, one hardcopy and one copy on a USB storage device shall be placed in a separate envelope or box and properly identified with Respondent's company name and phone number, RFQ number, due date and time with the mandatory documentation organized and submitted in a single package as described in Attachment 4
- 6.2.4 The Step 1 Submission and, if invited to submit, the Step 2 Submission must include all the elements as described in Attachment 4 of this RFQ, and meet all of the requirements of this RFQ.
- 6.2.5 Respondents are notified both in the Attachment 6 and elsewhere this RFQ that all Submissions must be received by the Contact Person before the dates and time specified in Section 5.0 - Timetable of Attachment 4 of this RFQ. All late Submissions will be returned to the Respondent unopened.
- 6.2.6 Unless specified elsewhere in this RFQ, all Submissions are to be received on the specified due date by 2:00 p.m. Central Time.
- 6.2.7 AISD reserves the right to exclude pages and/or sections from the Step 1 Submission and the Step 2 Submission that does not meet the requirements stated within this RFQ. Also, if the Step 1 Submission or the Step 2 Submission does not fully comply with the instructions and rules contained in this RFQ, including the affidavits, exhibits and forms, it may be considered non-compliant. If a

Submission is deemed non-compliant, AISD may disqualify the Submission in its entirety from further consideration.

- 6.2.8 Submissions must demonstrate full compliance with this RFQ and Agreement, and must not include any reservation, qualification, assumption or condition that contemplates a deviation from the Agreement.
- 6.2.9 To facilitate the review and evaluation of the Step 1 Submission and Step 2 Submission by AISD, the Respondent may include, with the information required by the submission requirements for each Submission, the Administrative Checklist from Attachment 7 of this RFQ, but must include all other information required to be submitted as described in this RFQ, and the Submission must contain all of the corresponding headings and numbers used in Section 2.0 or 3.0 of Attachment 4 of this RFQ, as applicable.
- 6.2.10 Each Respondent may only submit one (1) Submission according to the 1.1.3 of this section. Multiple Submissions are not permitted. In addition, any revisions to, or the replacement of, a Submission already submitted to AISD may not be submitted unless expressly approved by AISD in writing or requested by AISD in writing, and in accordance with the requirements of Section 5.7 of this RFQ.
- 6.2.11 Each Submission shall contain concise written material, enabling a clear understanding and evaluation of the capabilities of Respondent and the characteristics and benefits of the Submission. Legibility, clarity, and completeness of each portion of a Submission are essential.

6.3 Submission Format and Organization

- 6.3.1 Each Submission submitted must include each of the applicable items listed, and copies of the relevant checklists provided, in Section 2.0 or 3.0 of Attachment 4 of this RFQ.
- 6.3.2 Each Submission must be clearly titled and identified.
- 6.3.3 All blank spaces in forms attached to the Submission must be filled in as appropriate.
- 6.3.4 No substantive change can be made to any form attached to this RFQ.
- 6.3.5 Submissions must be bound, in binders or by other means, with all pages sequentially numbered.
- 6.3.6 Each Submission must be presented on double-sided pages and shall be on 8½" x 11" paper in Times New Roman, 12-point font (except with respect to tables, graphs, matrices, or similar data, which may be in Times New Roman, 10-point font). A minimum 1-

inch margin shall be maintained on all four sides of the page. Proposal may use 11" x 17" paper; however, these will each count as two pages against the maximum page limit. Blank pages for spacers or separators, provided they are marked "this page intentionally blank" will not count as to the page limit.

6.3.7 Each binder of the Submission must be labeled to indicate its contents and will include tabs and dividers as appropriate to facilitate the AISD's review of its contents. The original Submission must be clearly identified as "ORIGINAL." Each copy of the Submission must also be labeled and bound, and labeled as a "COPY."

6.3.8 Each Submission must be submitted in the format specified in this Attachment 6 of this RFQ.

6.3.9 Without limiting the other submission requirements set forth in this RFQ, a Submission may be considered non-compliant and may be disqualified from the selection process for any of the following reasons:

- The Respondent fails to use sealed envelopes or containers, or properly identify a Submission or any portion thereof;
- The Submission is submitted in a hard copy and/or in an electronic format other than as specified by the ASID;
- The Respondent Team Member Declaration, provided in Attachment 7 of this RFQ, is improperly completed or not properly signed;
- The Respondent fails to properly complete and submit all of the forms and affidavits, questionnaires, etc. required by Attachment 9 of this RFQ;
- Any part of the Submission is missing from the Submission package and it otherwise does not meet the Submission submittal requirements set forth herein;
- AISD determines that the Submission contains irregularities that make the Submission incomplete, indefinite or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations, items not required by this RFQ or unauthorized additions;
- The Submission includes conditions or provisions reserving a Respondent's right to accept or reject an award if it is selected;
- Exceeds the page limit of any section of the Submission; or
- The Submission fails to include any required information.

6.4 FORMAT OF PRINTED COPIES

The printed copies of the Submission must adhere to the following format:

- The outermost cover of a Submission must include the AISD RFQ number and Project title as indicated on the title page of this RFQ, as well as the full legal name and address of the Respondent;
- All materials should be printed upon double-sided 8.5" x 11" paper and contained in standard three-ring binders or alternate secure binding where appropriate;
- Single sided 11" x 17" may be used in the Submission where appropriate (i.e. for organization charts, schedules, etc.). 11" x 17" format drawings illustrating the design concept may be bound with the explanatory text;

- Numbering placed in the following format "Copy x of x", and on the cover of each binder or bound component of the Submission;
 - Single spaced text, not smaller than 11-point font, Time New Roman, except in tables and figures where size 10-point Time New Roman font is acceptable;
 - Sequentially numbered pages in each section of each package, with a numbering system that includes the section number and the page number, such that loose sheets may be easily re-inserted into the correct place;
 - A table of contents for each package that includes page numbers, exhibits, tables, attachments and appendices; and
 - The Respondent is to limit each component of the Submission to the maximum number of pages indicated in this Attachment 6 and as required in Attachment 4 of this RFQ.
 -
- 6.5 **FORMAT OF ELECTRONIC COPIES (with searchable PDF copy)**

The electronic copies of the Submission must adhere to the following format:

- USB format “memory” sticks should be provided in PDF format;
- USB format “memory” sticks should be provided in a file format that can be edited (if applicable);
- The name of the Project, the name of the Respondent included in the USB format “memory” sticks (as applicable) should appear on the case of each USB format “memory” stick (as applicable) and
- File formats that are required for specific components of the Submission are to be included on the USB format “memory” stick (as applicable) in the format indicated below:

File Format	Software Package
Text Documents	Microsoft Word (Version 2010)
Spreadsheets or Tables	Microsoft Excel (Version 2010)
CFCC Works Schedule	Primavera 6.0 – Critical Path Method Network
Informational Drawings, Sketches, Concepts, Renderings, etc. as the Respondent see fit to supply AISD	Adobe PDF

6.6 **NUMBER OF COPIES**

6.7 For printed copies, the Respondent is to submit:

- 6.7.1 For the Step 1 Submission: one (1) signed original marked "Original Copy" and one (1) of Step 1 Submission (Qualifications).
- 6.7.2 For the Step 2 Submission, if invited to respond:
- 6.7.3 One (1) signed original marked "Original Copy" and one (1) copies of Step 2 Submission (Additional Information).

6.8 For electronic copies, the Respondent is to submit:

- 6.8.1 For both the Step 1 Submission and the Step 2 Submission, in PDF Format – one (1) USB format “memory” stick containing the Submission in a separate envelope.

6.9 SUBMISSION PACKAGING

6.10 All boxes, containers or other packaging containing the Respondent's Submission (applicable for both Step 1 and Step 2) should be clearly and legibly identified and marked with:

- "Step (1 or 2, as applicable) Submission for the AISD RFQ No. and Name, Response to the Request for Qualifications"
- Name of the specific project for which the Project Proposal is being submitted.

Jennifer Nix
812 San Antonio Street Suite 200 Austin, TX 78701

Respondent's Name
Package [•] of [•]

PROPOSAL EVALUATION

6.11 General Organization of Submission

6.11.1 To facilitate the review and evaluation of the Submissions by AISD, the Respondent must provide the information requested in the Submission Requirements stated in Attachment 4 of this RFQ under the same headings and numbers structure.

6.11.2 If information is relevant to more than one heading or numbered section in the Submission Requirements, the Respondent should ensure that either the information is duplicated in each relevant section or that appropriate cross references are included to indicate where the information can be found in the Submission. Otherwise, the Respondent assumes the risk that, in evaluating and scoring a particular Evaluation Category, relevant information found elsewhere in the Proposal may be overlooked by AISD.

6.11.3 The Respondent is encouraged, where possible, to use illustrations and diagrams to emphasize or explain components of its Submission.

6.12 EVALUATION CATEGORIES AND POINTS

6.13 The contents of the Step 1 Submissions and the Step 2 Submissions will be evaluated against the Evaluation Categories, summarized in Tables 2.4 and 2.5, below, of this Attachment 6 of this RFQ. The organization and structure of the Evaluation Categories correspond to the organization and structure of the Submission Requirements in Attachment 3 of this RFQ.

6.14 The evaluation and scoring process will award points in each Evaluation Category. As few as zero points may be awarded for each Evaluation Category in which the Submission does not adequately satisfy the Submission Requirements. The maximum points available for each Evaluation Category are set out in Tables 2.4 and 2.5 below.

6.15 The Submissions will be evaluated based on how the Submission information achieves the requirements outlined in the Agreement, and as required by the RFQ.

6.16 Evaluation Categories for Step 1 (Qualifications) Submissions

Step 1 (Qualifications) Submission Requirements	
Title	Weighting
A) GENERAL INFORMATION	(50 Available Points)
1.0 Cover Letter	5%
2.0 Executive Summary	15%
3.0 Team Organization	80%
B) QUALIFICATIONS	(950 Available Points)
4.0 Statement of Unique Qualifications and Availability Plan	5%
5.0 Legal and Financial Ability to Provide Design-Build Services Plan	10%
6.0 Performance on Past Representative Design-Build Projects	22%
7.0 Technical Qualifications of Design-Build Team	22%
8.0 Ability to Manage Construction Safety Risks Plan	10%
9.0 Ability to Establish Budgets and Control Costs on Past Projects	10%
10.0 Ability to Meet Schedules on Past Projects	5%
11.0 Knowledge of Current Design and Construction Methodologies, Technologies and Best Practices	3%
12.0 Ability to Identify and Resolve Problems	3%
13.0 Ability to meet Historically Underutilized Business (HUB) Requirements	Yes/No
14.0 Ability to Coordinate with Third Party Works and Additional Works	10%
Written Submission Available Points	1000
Respondent Interview Available Points	200
STEP 1 – TOTAL AVAILABLE POINTS	1200

6.17 Evaluation Categories for Step 2 (Additional Information)

Step 2 (Additional Information) Submission Requirements		
	Title	Weighting
A)	GENERAL INFORMATION	(100 Available Points)
1.0	Cover Letter	5%
2.0	Executive Summary	5%
3.0	Approach to Quality Management	20%
4.0	Approvals Strategy	25%
5.0	Preliminary Works Schedule	45%
B)	DESIGN APPROACH	(450 Available Points)
6.0	Overall Technical Approach	80%
7.0	Energy Green Building Compliance	20%
C)	CONSTRUCTION APPROACH	(450 Available Points)
8.0	Pre-Construction Phase Services and Project Execution Plan for this Project	5%
9.0	Construction Phase Services and Project Execution Plan	5%
10.0	Estimating and Cost Control Measures for this Project	10%
11.0	Project Planning and Scheduling for this Project	5%
12.0	Quality Control and Commissioning Program for this Project	5%
13.0	Plan for Establishing Budgets and Cost Controls	10%
14.0	Job Site Safety Program for this Project	5%
15.0	Warranty and Service Support for this Project	5%
16.0	Risk Matrix	10%
17.0	Costing Methodology Approach and Plan	15%
18.0	Construction Submission Plan	15%
19.0	Construction Management Plan	10%
D)	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION PLAN	

Step 2 (Additional Information) Submission Requirements	
Title	Weighting
20.0 Historically Underutilized Business (HUB) Utilization Plan & Good Faith Efforts	Yes/No
STEP 2 – TOTAL AVAILABLE POINTS	1000

6.18 SCORING

The Respondent is advised that:

- A minimum score of at least seventy percent (70%) of written submission available points (or 700 points) must be achieved for the Step 1 (Qualifications) Submission; and
- If invited to participate by AISD, a minimum score of at least seventy percent (70%) of available points (or 700 points) must be achieved to be ranked for the Step 2 (Additional Information) Submission.
- Failure to achieve the minimum score for any of the Submissions may, at the AISD's discretion, prevent the Respondent from advancing to Step 2 or from becoming the Design-Build Team.

7.0 ATTACHMENT 7: RESPONDENT TEAM MEMBER DECLARATION

Submission

[Note: The Respondent must submit a Respondent Team Member Declaration for each Team Member.]

TO: Contract and Procurement Department
Austin Independent School District
1111 West 6th Street, Suite B-300
Austin, TX 78703

ATTENTION: Jennifer Nix

NAME OF
PROJECT:

NAME OF
RESPONDENT: ● [Note: Insert name of Respondent Team.]

7.1 Definitions

Unless otherwise defined in this Respondent Team Member Declaration, capitalized terms and expressions used in this Respondent Team Member Declaration have the meanings given to them in Section 9.0 of this RFQ.

7.2 Representations and Warranties

The Respondent represents and warrants as follows:

- The Respondent has not engaged in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RFQ Process in contravention of Section 7.10 of this RFQ.
- The Respondent has complied fully with Section 7.10.4 of this RFQ.

The Respondent confirms that:

- The Respondent has not discussed or communicated, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its Step 1 or Step 2 Submissions of other Respondents in a way that would contravene Applicable Law; and
- The Respondent has assisted with the preparation and submission of the Step 1 Submission and Step 2 Submission independently and without connection, knowledge, comparison of information, agreement, or arrangement, direct or indirect, with any other Respondent.

Except for those actions, suits or proceedings disclosed in the Step 1 Submission or disclosed herein, there are no actions, suits or proceedings pending that could have a material adverse effect on the Respondent's ability to carry out the Project or, to the best of the Respondent's our knowledge after reasonable inquiry, threatened against it and the Respondent is not aware of any ground on which such an action, suit or proceeding might be commenced.

Actions, suits, or proceedings not disclosed previously are as follows:

[Note: Add additional lines if necessary. See RFQ for disclosure requirements.]

1. _____
2. _____
3. _____

We have complied fully with Sections 5.9, 7.4, and 7.10 of this RFQ and the provisions of any confidentiality agreement entered into in connection with the RFQ Process.

Except as listed in Section 4.4 of this Respondent Team Member Declaration, the Respondent:

- has not received Confidential Information of AISD that is relevant to the Project and that was not received through this RFQ Process from AISD; and
- does not have an actual or perceived Conflict of Interest in respect of this Project.

7.3 RFQ Terms and Conditions Binding

The Respondent agrees to be bound by and to comply with the terms and conditions of the RFQ.

The Respondent confirms it has examined the RFQ in detail and confirms that it has received all pages of all documents constituting the RFQ.

7.4 Conflicts of Interest

The Respondent confirms that, to the best of its knowledge, the following list represents a complete list of actual or potential Conflicts of Interest:

Name of Party	Details of Conflict of Interest

The Respondent confirms that the following individuals participated in the preparation of the Step 1 and/or Step 2 Submission:

Name of Party	Business Address and Telephone Number

The Respondent confirms that, except as listed in the chart in this section or as provided by AISD during this RFQ Process, it has not had access to Confidential Information of AISD.

Type of Confidential Information	Name of Sponsor or Government Agency

[NAME OF RESPONDENT TEAM MEMBER]

Per: _____
 Name:
 Title:

Per: _____
 Name:
 Title:

I/We have authority to bind the Respondent Team Members.

8.0 ATTACHMENT 8: ADMINISTRATIVE CHECKLIST

This Administrative Checklist is provided for the convenience and assistance of the Respondent. It relates only to Submission requirements and does not summarize all of the Respondent's obligations under this RFQ. The Respondent is requested but is not required to submit this Administrative Checklist with its Submissions for Step 1 or Step 2.

This Administrative Checklist is not intended, nor shall it be interpreted, to modify any of the Submission requirements set out in this RFQ or the Respondent's exclusive responsibility to submit complete Submissions in accordance with this RFQ. While efforts have been made to ensure that this Administrative Checklist is comprehensive, the Respondent is solely responsible for reviewing the RFQ documents to assess whether its Submissions are complete.

8.1 checklist for Step 1 (Qualifications) Submissions

Section Reference	Completeness Requirement	Met (circle one)
Attachment 4, Section 2.0 -- A) General Information		
1.0	Cover Letter	Yes/No
2.0	Executive Summary	Yes/No
3.0	Team Organization	Yes/No
Attachment 4, Section 2.0 -- B) Qualifications		
4.0	Statement of Unique Qualifications and Availability Plan	Yes/No
5.0	Legal and Financial Ability to Provide Design-Build Services Plan	Yes/No
6.0	Performance on Past Representative Design-Build Projects	Yes/No
7.0	Technical Qualifications of Design-Build Team	Yes/No
8.0	Ability to Manage Construction Safety Risks Plan	Yes/No
9.0	Ability to Establish Budgets and Control Costs on Past Projects	Yes/No
10.0	Ability to Meet Schedules on Past Projects	Yes/No
11.0	Knowledge of Current Design and Construction Methodologies, Technologies and Best Practices	Yes/No
12.0	Ability to Identify and Resolve Problems	Yes/No

Section Reference	Completeness Requirement	Met (circle one)
13.0	Ability to meet Historically Underutilized Business (HUB) Requirements	Yes/No
14.0	Ability to Coordinate with Third Party Works and Additional Works	Yes/No
Attachment 6, Submission Format and Evaluation		
Section 1.1.4	Submissions must be received by the Contact Person before the dates and time specified in Section 5.0 - Timetable of Attachment 4 of this RFQ.	Yes/No
Section 1.1.5	All Submissions are to be received on the specified due date by 2:00 p.m. Central Time.	Yes/No
Section 4.1.1	One (1) Signed original marked "Original Copy"	Yes/No
Section 4.1.1	One (1) Copy of Step 1 Submission (Qualifications)	Yes/No
Section 4.2.1	In PDF Format – one (1) USB format "memory" sticks containing the Submission in editable and PDF format.	Yes/No
Attachment 7, Respondent Team Member Declaration		
Attachment 6	Respondent Team Member Declaration	Yes/No
Attachment 9, Respondent Team Member Declaration		
Attachment 8	Bonding Capacity Letter	Yes/No
Attachment 10, Required Forms		
Form 10-A	Design-Build Services Questionnaire	Yes/No
Form 10-B	Ethics Affidavit	Yes/No
Form 10-C	Statement Information Affidavit	Yes/No
Form 10-D	Historically Underutilized Business (HUB) Program Subcontracting Declaration	Yes/No
Section 7.19.1	Conflict of Interest Questionnaire	Yes/No
Section 7.19.3	Electronic Form 1295 ("Form 1295")	Yes/No

8.2 Submission checklist for Step 2 (Additional Information)

Section Reference	Completeness Requirement	Met (circle one)
Attachment 4, Section 3.0 -- A) General Information		
1.0	Cover Letter	Yes/No
2.0	Executive Summary	Yes/No
3.0	Approach to Quality Management	Yes/No
4.0	Approvals Strategy	Yes/No
5.0	Preliminary Works Schedule	Yes/No
Attachment 4, Section 3.0 -- B) Design Approach		
6.0	Overall Technical Approach	Yes/No
Attachment 4, Section 3.0 -- C) Construction Approach		
7.0	Pre-Construction Phase Services and Project Execution Plan for this Project	Yes/No
8.0	Construction Phase Services and Project Execution Plan	Yes/No
9.0	Estimating and Cost Control Measures for this Project	Yes/No
10.0	Project Planning and Scheduling for this Project	Yes/No
11.0	Quality Control and Commissioning Program for this Project	Yes/No
12.0	Plan for Establishing Budgets and Cost Controls	Yes/No
13.0	Job Site Safety Program for this Project	Yes/No
14.0	Warranty and Service Support for this Project	Yes/No
15.0	Risk Matrix	Yes/No
16.0	Costing Methodology Approach and Plan	Yes/No
17.0	Construction Submission Plan	Yes/No
18.0	Construction Management Plan	Yes/No

Attachment 4, Section 3.0 -- D) Historically Underutilized Business (HUB) Participation Plan		
21.0	Historically Underutilized Business (HUB) Requirements Approach and Participation Plan	Yes/No
Attachment 6, Submission Format and Evaluation		
Section 1.1.4	Submissions must be received by the Contact Person before the dates and time specified in Section 5.0 - Timetable of Attachment 4 of this RFQ.	Yes/No
Section 1.1.5	All Submissions are to be received on the specified due date by 2:00 p.m. Central Time.	Yes/No
Section 4.1.2	One (1) Signed original marked "Original Copy" and one (1) Copy of Step 2 Submission (Additional Information)	Yes/No
Section 4.2.1	In PDF Format – one (1) USB format "memory" stick containing each ATC Submission as a separate file.	Yes/No
Attachment 10, Required Forms		
Form 10-B	Ethics Affidavit	Yes/No
Form 10-D	Historically Underutilized Business (HUB) Program Subcontracting Declaration	Yes/No
Form 10-E	Objections to the Design-Build Project Agreement Language	Yes/No

9.0 ATTACHMENT 9: DRAFT BONDING CAPACITY LETTER

9.1 GENERAL SUBMISSION REQUIREMENTS

9.1.1 Purpose

The Respondent shall demonstrate its capacity to complete the Project.

9.1.2 Procedure

Attach an original commitment letter from a Surety Company licensed in the State of Texas and whose name appears on the United States Treasury Department Circular 570, stating the Contractor's Aggregate Bonding Capacity and Single Contract Limit using the form attached. A Power-of-Attorney or Attorney-in-Fact must be attached to the letter.

BONDING CAPACITY CERTIFICATION LETTER
(to be issued on Surety Company letterhead)

OWNER

Austin Independent School District
Superintendent
1111 West 6th Street, Suite A-330
Austin, Texas 78703

RESPONDENT (or CONTRACTOR)

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

This letter serves as a certified statement of bonding capacity for the referenced Respondent.
The present limits on bonding for the referenced Respondent are as follows:

\$ _____ each occurrence.

\$ _____ aggregate.

Issuance and approval of any bond shall be predicated on the most current financial and job information available to the underwriter on the date that the bond is issued. The Surety Company hereby certifies that they are duly authorized by a certificate of authority issued by the State of Texas Division of Insurance and that they are rated as follows:

A.M. Best Rating: _____

Financial Size Category: _____

Notes: This is the only acceptable format for the Surety's Bonding Capacity Certification Letter.
This statement must be notarized (on an original document with an embossed stamp).
Power of Attorney form must be attached.

SURETY COMPANY

Surety Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

Authorized Signature: _____ Date: ___/___/___

Subscribed and sworn to before me

This _____ day of _____

Notary Public in and for said City and State

My Commission expires: _____

10.0 ATTACHMENT 10: REQUIREMENT FORMS

FORM 10-A DESIGN-BUILD SERVICES QUESTIONNAIRE

(Required with only the STEP 1 SUBMISSION)

FORM 10-B ETHICS AFFIDAVIT

Exhibit A to Form 9-B LIST OF KEY CONTRACTING PERSONS AND RESTRICTED PARTIES

(Required with both the STEP 1 SUBMISSION and STEP 2 SUBMISISON)

FORM 10-C STATEMENT INFORMATION AFFIDAVIT

(Required with only the STEP 1 SUBMISSION)

FORM 10-D HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM Statement of Responsibility

(Required with both the STEP 1 SUBMISSION and STEP 2 SUBMISSION)

FORM 10-E OBJECTIONS TO THE DESIGN-BUILD PROJECT AGREEMENT LANGUAGE QUESTIONNAIRE

(Required with only the STEP 2 SUBMISSION)

FORM 10-F ANTI-TERRORISM CERTIFICATION

FORM 10-G TEXAS GOVERNMENT CODE 2270 VERIFICATION

FORM 10-A
DESIGN-BUILD SERVICES QUESTIONNAIRE**QUESTIONNAIRE INFORMATION**

This questionnaire is to be completed in its entirety and submitted with the Step 1 Submission. No modification to the wording is permitted. Qualifications Statements submitted with Design-Build Services Questionnaires that are incomplete, or incorrect, or that have been altered, are subject to rejection. It is the responsibility of Respondent to ensure that all persons on Respondent's team who will be performing architectural or engineering services on the Project comply with the respective requirements of Chapter 1051 and Chapter 1001 of the Texas Occupations Code, the statute governing the practice of those professions in Texas.

Section I of the questionnaire must be completed as part of the submission package required with the Step 1 Submission, and seeks information about the Respondent or members of a Joint Venture.

Section II of the questionnaire seeks information regarding any sub-consultants that the Respondent or Joint Venture may be utilizing on the Project.

SECTION I: TO BE COMPLETED BY RESPONDENT

PROJECT NAME	
NAME OF RESPONDENT	

ADDRESS OF RESPONDENT'S HEADQUARTERS

DATE OF ORGANIZATION	
-----------------------------	--

(Month/Year)

NOTE: Provide Names and Dates of Predecessor Organization(s):	
NAMES	DATES

TYPE OF ORGANIZATION	
-----------------------------	--

(e.g., sole proprietorship, partnership, association, Limited Liability Company, corporation)

BUSINESS TELEPHONE NUMBER(S)			
OFFICE		FAX	

LIST OF PRINCIPALS (NAMES)	TITLES	DEGREES

1) RESPONDENT'S STAFF

- A. LIST CURRENT NUMBER OF RESPONDENT'S FULL-TIME EMPLOYEES IN EACH CATEGORY, INCLUDING ALL STAFF WHEN A JOINT VENTURE:
 (All licenses/registration of key staff listed in this Form 9-A must be in the State of Texas)

POSITIONS	Key Individual	LOCAL OFFICE	NATIONAL OFFICE(S)
Project Manager.	Yes		
Project Architect R.A	Yes		
Construction Manager	Yes		
Superintendent	Yes		
Mechanical Engineers, P.E.			
Structural Engineers, P.E.			
Electrical Engineers, P.E.			
Civil Engineer			
OTHER PROFESSIONALS			
OTHER SUPPORT PERSONNEL			
TOTALS			

- B. LIST NAMES OF RESPONDENT'S CERTIFIED PROFESSIONALS AND OTHER LICENSED PERSONNEL EMPLOYED FULL-TIME IN A PROFESSIONAL POSITION. INDICATE NUMBER OF YEARS OF EXPERIENCE MANAGING PROJECTS OF SIMILAR SIZE AND TYPE TO THE PROJECT UNDER CONSIDERATION. ATTACH PROJECT MANAGER'S RESUME(S) DESCRIBING SPECIFIC PROJECT-RELATED EXPERIENCE.

(Please list the Project Manager for this specific project first on your list).

NAME	COLLEGE DEGREE	PROFESSIONAL REGISTRATION/LICENSE	PROJECT MANAGEMENT EXP.	TOTAL YEARS EXP

2) RESPONDENT'S TEAM EXPERIENCE

LIST BELOW (OR ON AN ATTACHMENT) ALL RELEVANT WORK PERFORMED BY THE MEMBERS OF THE RESPONDENT'S TEAM DURING THE PAST FIVE (5) YEARS THAT RELATES TO AND WILL CONTRIBUTE TOWARD THE SUCCESS OF THE PROJECT UNDER CONSIDERATION. (DO NOT INCLUDE SUB-CONSULTANTS HERE.)

Name and location of related projects within the last 5 years	Services Provided	Project Mgr. Name	Construction Project Cost	Client Contact Name and Phone No.

3) RESPONDENT'S LOCAL OFFICE FIRM EXPERIENCE

FOR RESPONDENT'S LOCAL OFFICE OR ITS STAFF IN THE PAST THREE YEARS, INDICATE THE NUMBER OF RESPONDENT'S RELEVANT PROJECTS, PROJECT TYPE(S), AND A BRIEF SCOPE/DESCRIPTION AS TO WHY EACH LISTED PROJECT IS RELEVANT TO AND WILL CONTRIBUTE TOWARD THE SUCCESS OF THE PROJECT UNDER CONSIDERATION.

NO. OF PROJECTS	PROJECT TYPE	BRIEF SCOPE AS TO RELEVANCY

4) LOCAL OFFICE

___ YES, ALL OF THE WORK WILL BE PERFORMED BY PERSONS CURRENTLY EMPLOYED AT AND ASSIGNED TO THE LOCAL OFFICE(S), INCLUDING SUB-CONSULTANT WORK AS SPECIFIED IN THE PROJECT MANAGEMENT CHART IN NUMBER 10 BELOW.

___ NO. PLEASE DESCRIBE BELOW THE WORK AFFECTED AND THE EXPERIENCE OF AND CIRCUMSTANCES REGARDING SUCH OTHER NON-LOCAL PERSONS/OFFICES AS ARE PROPOSED TO BE UTILIZED.

5) PRESENT WORKLOAD

LIST RESPONDENT'S PRESENT WORKLOAD (IF JOINT VENTURE FIRM, INDICATE FOR EACH FIRM).

NAME OF PROJECT	EST. PERCENTAGE REMAINING FOR CONT. WORK	STAGE OF ACTIVITY (PHASES)	LIMITATIONS REGARDING AVAILABILITY

6) PREVIOUS WORKLOAD WITH AISD

LIST ALL AISD AGREEMENTS AWARDED TO RESPONDENT'S FIRM IN THE LAST FIVE YEARS. JOINT VENTURES SHOULD LIST ALL AGREEMENTS FOR EACH FIRM.

NAME OF PROJECT	YEAR AWARDED	STAGE & PERCENT COMPLETE

9) LEGAL CONSIDERATIONS

A. DOES RESPONDENT HAVE AND GENERALLY CARRY PROFESSIONAL LIABILITY INSURANCE?

YES

NO

IF LIMITED, PROVIDE LIMITS: -

B. WITHIN THE PAST 3 YEARS HAS RESPONDENT'S FIRM OR ANY FIRM WITHIN THIS JOINT VENTURE BEEN INVOLVED IN A LAWSUIT INVOLVING THE PAYMENT OF FEES FOR COMPLETED WORK OR FOR DISAGREEMENT WITH OWNER/CONTRACTOR? GIVE DETAILS AS REQUIRED TO EXPLAIN PROBLEMS AND FIRM'S POSITION.

SUB-CONSULTANTS DESIGN-BUILD SERVICES QUESTIONNAIRE

SECTION II : SUB-CONSULTANT

NOTE: This questionnaire must be completed in its entirety and submitted with the Step 1 Submission. No modification to the wording is permitted. Qualifications Statements submitted with Design-Build Services Questionnaires that are incomplete or incorrect, or that have been altered, are subject to rejection.

PROJECT	
NAME OF FIRM	
FIRM REGISTRATION NO.	

ADDRESS OF SUB-CONSULTANT'S HEADQUARTERS

DATE OF ORGANIZATION	
-----------------------------	--

BUSINESS TELEPHONE NUMBER(S)			
OFFICE		FAX	

SUB-CONSULTANT EXPERIENCE

A. SUB-CONSULTANT FIRM EXPERIENCE

LIST BELOW (OR ON AN ATTACHMENT) ALL RELEVANT WORK PERFORMED BY THE MEMBERS OF THE SUB-CONSULTANT'S TEAM DURING THE PAST FIVE YEARS THAT RELATES TO AND WILL CONTRIBUTE TOWARD THE SUCCESS OF THE PROJECT UNDER CONSIDERATION.

Name and location of related projects within the last 5 years	Services Provided	Project Mgr. Name	Construction Project Cost	Client Contact Name and Phone No.

B. SUB-CONSULTANT'S TEAM EXPERIENCE

LIST NAMES OF SUB-CONSULTANT'S CERTIFIED PROFESSIONALS AND OTHER LICENSED PERSONNEL EMPLOYED FULL-TIME IN A PROFESSIONAL POSITION WHO WILL BE WORKING ON THIS PROJECT. INDICATE NUMBER OF YEARS OF EXPERIENCE MANAGING PROJECTS OF SIMILAR SIZE AND TYPE TO THE PROJECT UNDER CONSIDERATION. ATTACH RESUME(S) DESCRIBING SPECIFIC PROJECT-RELATED EXPERIENCE.

NAME	COLLEGE DEGREE	PROFESSIONAL REGISTRATION/LICENSE	PROJECT MANAGEMENT EXP.	TOTAL YEARS EXP.

FORM 10-B
ETHICS AFFIDAVITSTATE OF TEXAS }
County OF TRAVIS }Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Respondent: _____
County of Respondent: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Respondent to make this affidavit for Respondent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Respondent has received the list of Key Contracting Persons and Restricted Parties associated with this Request for Qualifications, which is attached to this affidavit as Exhibit A to Form 9-B.
5. Affiant has personally read Exhibit A to this Form 10-B of this RFQ.
6. Affiant has no knowledge of any Key Contracting Person or Restricted Parties on Exhibit A to this Form 9-B with whom Respondent is doing business or has done business during the 365-day period immediately before the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____
on _____ 20____.

Notary Public, State of _____

Typed or Printed Name of Notary _____

My Commission Expires: _____

EXHIBIT A TO FORM 10-B

LIST OF KEY CONTRACTING PERSONS AND RESTRICTED PARTIES

CURRENT

Name of Individual: _____

Name of Business: _____

Position Held: _____

Holding Office/Position: _____

Individual is Associated: _____

RESTRICTED PARTIES

AECOM

FORM 10-D

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM

Statement of Responsibility (Attached Separately With All HUB Documents)

Signature _____ Date _____

FORM 10-E
OBJECTIONS TO THE DESIGN-BUILD PROJECT AGREEMENT LANGUAGE

The Respondents invited by AISD to participate in the Step 2 Submission process must indicate any objections to the language as stated in the Agreement that will be provided at the start of the Step 2 process. Submit any objection to the Agreement language with Step 2 response.

The Respondent's response to this Form 10-E is excluded from the page count limitations noted in Attachment 5, Part 3.0, Section 3.1.1 of this RFQ.

COMPLETE AND SIGN THE FOLLOWING:

Comment Number	Agreement Reference	Comment	Proposed Alternative Language (Optional)	Precedent Reference (if applicable)

RESPONDENT TEAM NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

FORM 10-F**ANTI-TERRORISM CERTIFICATION**

I, _____, the undersigned representative of _____ (the "Company"), my date of birth being _____, pursuant to Texas Government Code Chapter 2252, certifies that the above-named Company is not identified on the list prepared and maintained under Texas Government Code Section 2270.0201 (formerly 806.051) as a scrutinized company, Section 807.051, or Section 2252.153. I further certify that should the above-named Company become listed in accordance with any of the foregoing Sections (or as the Sections may be amended or supplemented) or enter in to a contract with a company that is on said listings, I will immediately notify Austin Independent School District Construction Management Department.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ 20 _____.

FORM 10-G**TEX. GOV'T CODE 2270 VERIFICATION**STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Respondent: _____

County of Respondent: _____

Affiant hereby swears, verifies, and declares under penalty of perjury that the following statements are true in accordance with Texas Government Code 2270.001 et al (the "Code"):

1. Affiant is authorized by Company to make this affidavit.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language and is over eighteen (18) years of age.
4. Company does not currently boycott Israel.
5. Company will not boycott Israel during the term of the Agreement with Austin Independent School District in accordance with the Code.

Signature of Affiant

Address

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority by the above named person on this the _____ day of _____, 20_____.

Notary Public in and for _____ County, Texas

Typed or Printed Name of Notary _____

My Commission Expires: _____

11.0 ATTACHMENT 11: DESIGN-BUILD PROJECT AGREEMENT

(Provided as a separate file and attachment, to be issued at the start of the Step 2 process)