

**REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER-AT-RISK (“CMAR”)
One-Step Process**



for

2024 Bond Projects, Scope #1

RFP No.: 2024-01

***Response Deadline – January 17, 2025
4:00 pm***

**Grady Independent School District
3011 US Highway 176
Lenorah, TX 79749
(432) 459-2445**

GRADY INDEPENDENT SCHOOL DISTRICT

CONSTRUCTION MANAGER AT RISK 2024 Bond Projects, Scope #1

REQUEST FOR PROPOSAL – RFP 2024-01

December 23, 2024

DOCUMENTS LIST

I.	NOTICE & ADVERTISEMENT	Pages 1-3
II.	PROPOSAL INSTRUCTIONS	Pages 4-15
III.	SCOPE OF SERVICES / CONTRACT	Pages 16-18
IV.	PROPOSAL RESPONSE GUIDELINES	Pages 19-20
V.	EVALUATION	Page 21
VI.	SUBMITTAL FORMS	
	• Proposal Form	Pages 22-25
	• Felony Conviction Notice	Pages 26-27
	• Non-Collusion Notice	Page 28
	• Compliance with Existing Laws	Page 29-30
	• Conflict of Interest Questionnaire	Pages 31

Exhibit A-Grady ISD Sample Amendments to AIA documents A133-2019, Exhibits A and B, and AIA A201-2017

Exhibit B-Grady ISD Proposed Scope of Projects Drawing (Sheets 1)

I.
NOTICE & ADVERTISEMENT
RFP NO. 2024-01, CONSTRUCTION MANAGER AT RISK

Grady Independent School District (the “District” or “Owner”) is requesting Proposals for a Construction Manager at Risk (“CMAR” or “Contractor”), One-Step Process (per Texas Government Code, Chapter 2269, Subchapter F) relating to its 2024 Bond Projects, Scope #1 (collectively the “Project”). The estimated budget for construction is approximately \$17,000,000.

Proposals for the Project will be received by mail or hand delivery only at the Grady Independent School District Administration Office, 3011 US Highway 176, Lenorah, Texas 79749. CMAR shall identify its Proposal by typing on the outside of the envelope: **“Proposal for Construction Manager at Risk, 2024 Bond Projects, Scope #1, RFP No. 2024-01.”** Proposals received after 4:00 p.m. on January 17, 2025, deadline will be returned unopened. Fax or electronic responses will NOT be considered.

****Note that for overnight and hand deliveries, the District’s administrative offices are closed for Winter Break from December 23, 2024, through January 3, 2025, and will be closed for a school holiday on January 10, 2025.***

The procurement method is CONSTRUCTION MANAGER AT RISK, ONE-STEP PROCESS.

RFP # 2024-01, 2024 Bond Projects, Scope #1

Project Objective – 2024 Bond Projects, Scope #1, including:

Security improvements, including fencing, lighting, canopy cover and signage; water quality and storage upgrades; playground expansion; new bus barn/covered bus storage; new school storage; Wildcat gymnasium improvements; new athletic facility restrooms; and, new residences for teacher housing.

CMAR agrees that it is liable to the Owner for all damage sustained to Owner’s facilities for CMAR’s failure to properly secure the Work and protect Owner’s facilities from theft, weather, fire or other hazard.

Estimated Total Construction Budget –	\$17,000,000
Estimated Project Commencement –	May/June 2025
Estimated Final Project Completion –	December/January 2027

Liquidated Damages - \$500/day if not finally completed by March 1, 2027.

Architect – Richard Constancio, Jr., AIA – Shiver Megert & Associates, LLP

CRITERIA FOR SELECTION

Per Texas Government Code § 2269.055, “In determining the award of a contract under this Chapter,” a district may consider specified criteria with an assigned weighted value. The Owner will consider the criteria and weights described in Section 1.9 herein.

Owner reserves the right to reject, in its sole discretion, any or all Proposals submitted in response to this Request for Proposal (“RFP”), or any part of any Proposal and/or waive technicalities. The Owner reserves the right to seek clarification and/or request additional information. Owner will award a contract, if any, that serves the best interests of the Owner. Owner’s waiver of any

deviations in any Proposal will not constitute a modification of this RFP and will not preclude Owner from asserting all rights against CMAR for failing to fully comply with all terms and conditions of this RFP. Should a proposal contain conflicting terms, the Owner reserves the right to enforce the term or terms in such proposal that Owner determines to be in the best interest of the Owner, and CMAR agrees to be bound by the terms CMAR has proposed that are most favorable to the Owner. All Proposals in response to this RFP become the property of the Owner and may constitute contracting information that is subject to release to any requester under the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code, and Attorney General Opinions issued under that statute. Owner may withdraw this RFP and re-issue another RFP for the services as described in this RFP or similar services at any time.

Per Section 44.043, of the Education Code, (b) notwithstanding any other provision of this chapter, a school district:

1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
2. Shall ensure that its Proposal specifications do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE IRREGULARITIES OR INFORMALITIES AS MAY BE DEEMED IN OWNER'S INTEREST.

For additional information, see the Proposal Instructions to CMARs, or contact the Purchasing Manager as noted below on or before January 9, 2025, to view and inspect the premises:

Grady Independent School District
ATTN: Leandro Gonzales, Superintendent Phone: 432-459-2445
3011 US Highway 176 EMAIL: legonzal@gradyisd.org
Lenorah, Texas 79749

The Board of Trustees, for the purpose of complying with federal law and Section 2258, Subchapter B of the Texas Government Code for all public contracts, has adopted the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as the published rates for the Owner. These rates are listed on the following website: <https://sam.gov/content/wage-determinations>.

IT IS THE RESPONSIBILITY OF THE CMAR TO ENSURE THAT IT AND ALL OTHER CONTRACTORS AND SUBCONTRACTORS PAY THE APPROPRIATE RATE OR HIGHER ON THE PROJECT OR BE SUBJECT TO PENALTY AS SET FORTH IN SECTION 2258.023 OF THE TEXAS GOVERNMENT CODE.

Pursuant to Texas Government Code §2269.053, the Grady ISD Board of Trustees has delegated and authorized the Superintendent or his designee to receive and review proposals, and recommend to the Board those CMARs he believes to provide the best value to the Owner based on the criteria and weights provided herein.

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE IRREGULARITIES OR INFORMALITIES AS MAY BE DEEMED IN THE DISTRICT'S BEST INTEREST.

WAIVER OF CLAIMS: BY TENDERING A RESPONSE TO THIS RFP, THE CMAR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY THE OWNER FOR SELECTING A CMAR. FURTHER, BY RESPONDING AND BEING CONSIDERED FOR THIS PROJECT, THE CMAR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST OWNER AND ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, REJECTION, RECOMMENDATION, OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP.

II. PROPOSAL INSTRUCTIONS

PART – GENERAL

1.1 RECEIPT AND OPENING OF PROPOSALS

- A. Grady Independent School District (hereinafter referred to as “Owner” or “District”), invites Proposals for services of a CMAR. **This is a one-step selection process.**
- B. SUBMISSION OF PROPOSALS: Sealed Proposals shall be submitted in a sealed, opaque envelope, addressed to Leandro Gonzales, Superintendent. Proposals shall be mailed or delivered to:

**Grady Independent School District
Attn: Leandro Gonzales, Superintendent
3011 US Highway 176
Lenorah, Texas, 79749**

PROPOSALS SHALL BE SUBMITTED NO LATER THAN THE FOLLOWING TIME AND DATE (the “DEADLINE”):

January 17, 2025, at 4:00 p.m.

ALL ENVELOPES CONTAINING PROPOSALS SHALL BE MARKED WITH **“Proposal for Construction Manager at Risk, 2024 Bond Projects, Scope #1, RFP No. 2024-01”**

ALL PROPOSALS MUST BE RECEIVED BY THE OWNER BEFORE THE DEADLINE. ****Note that for overnight and hand deliveries, the District’s administrative offices are closed for Winter Break from December 23, 2024, through January 3, 2025, and will be closed for a school holiday on January 10, 2025.***

- C. LATE PROPOSALS: Owner is not responsible for lateness of mail, carrier, etc. and time/date noted at Owner's office shall be the official time of receipt.
- D. OPENING: Proposals will be opened, and the following will be read aloud:
Name of firm responding
Fees or prices (as requested)
- E. LOCATION OF PROPOSAL OPENING: Proposals will be publicly opened on the date and at the time indicated in 1.1.B. above. Opening will be at the following location:

Superintendent’s Office
Grady Independent School District
3011 US Highway 176
Lenorah, Texas 79749
- F. NO ORAL, electronic, telegraphic, telephonic or facsimile transmitted Proposal(s) will be considered.

- G. Site Visit: not later than eight (8) days prior to Deadline. Prospective CMARs should contact the Purchasing Manager's office at (432) 459-2445 if CMAR would like to schedule an appointment to visit the Project site.

1.2 METHOD OF PROPOSAL

- A. DOCUMENTS: Each CMAR must submit one (1) original, three (3) complete printed copies and one (1) electronic copy via USB flash drive of the Proposal Documents.
- B. ETHICS: The CMAR shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Owner.
- C. CONFLICT OF INTEREST: Public officials with a substantial interest in a business entity or in real property must file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and may be required to abstain from further participation in the matter in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

Local government officers may be required to file a conflicts disclosure statement with respect to a Contractor in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 176.

Notice to Proposers: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Any person or entity, as well as agents of such persons, who contracts or seeks to contract with the Owner for the sale or purchase of property, goods, or services (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the Owner in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 176. Each person or entity that contracts with the Owner is responsible for complying with all applicable disclosure requirements. Forms and instructions will be included in the RFP package.

- D. CERTIFICATE OF INTERESTED PARTIES: Effective September 1, 2019, Texas governmental entities must comply with the "Disclosure of Interested Parties" mandated by Texas Government Code Title 10, Subtitle F, Chapter 2252.908. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties," per Texas Government Code § 2252.908. Therefore, CMAR will be required to create, electronically file, and present such Form 1295 to the Owner using the Texas Ethics Commission's online filing application at final execution of any contract with the Owner.
- E. NO BOYCOTT OF ISRAEL: Pursuant to Texas Government Code, Chapter 2271, as amended, if CMAR is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically

excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the CMAR represents and warrants to the Owner that the CMAR does not boycott Israel and will not boycott Israel during the term of any resulting contract. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- F. **NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code, Chapter 2274, as enacted in SB13 by the 87th Legislature, if CMAR is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the CMAR represents and warrants to the Owner that the CMAR does not boycott energy companies and will not boycott energy companies during the term of any contract resulting from the solicitation. "Boycott energy companies" means, without an ordinary business purpose, 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 with a company because the company engages in the exploration, production utilization, transportation, sale or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law.
- G. **NO DISCRIMINATION OF FIREARM ENTITIES.** Pursuant to Texas Government Code, Chapter 2274, as enacted in SB19 by the 87th Legislature, if CMAR is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the CMAR represents and warrants to the Owner that the CMAR does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract resulting from the solicitation. A "firearm entity" means a firearm, firearm accessory, or ammunition manufacture, distribute, wholesaler, supplier or retailer, or a sport shooting range. A "firearm trade association" means any person, corporation, unincorporated association, federation, business league or business organization that is not organized or operated for profit for which none of its net earning inures to the benefit of any private shareholder or an individual that has two or more firearm entities as members, or is exempt for federal income taxation under Section 501(c) of the Internal Revenue Code.
- H. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION:** In accordance with Texas Government Code, Chapter 2252, Subchapter F, the Owner is prohibited from entering into a contract

with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any Agreement resulting from this RFP 2024-01, proposer certifies to the Owner that it is not a listed company under any of those Texas Government Code provisions. Proposer hereby voluntarily and knowingly acknowledges and agrees that any resulting Agreement shall be null and void should facts arise leading the Owner to believe that the proposer was a listed company at the time of this procurement.

- I. **PRESERVATION OF CONTRACTING INFORMATION:** Pursuant to Texas Government Code 552, Subchapter J, the selected CMAR will be bound by the following terms if the resulting contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the Owner or if the resulting contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the Owner in a fiscal year of the Owner. If the Owner receives a written request for public information related to the resulting contract that is in the possession or custody of the CMAR and not in the possession or custody of the Owner, the Owner shall send, not later than the third business day after the date the Owner receives the written request, a written request to the CMAR that CMAR provide that information to the Owner.

The selected CMAR must:

1. Preserve all contracting information related to any resulting Contract as provided by the records retention requirements applicable to the Owner for the duration of any resulting Contract;
2. Promptly, within four business days, provide to the Owner any requested contracting information that is in the custody or possession of the CMAR upon request of the Owner; and,
3. On completion of any resulting Contract, either:
 - a. Provide to the Owner at no cost all contracting information related to the Contract that is in the custody or possession of the CMAR; or
 - b. Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the Owner.
 - c. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the CMAR agrees that the contract can be terminated if the CMAR knowingly or intentionally fails to comply with the requirements of that subchapter.
 - d. Further, under Texas Government Code Section 552.372(c), the Owner may not accept a bid for or awarding of a contract to an entity that the Owner has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the Owner determines and documents that the entity has taken adequate steps to ensure future compliance.
 - e. If a CMAR fails to provide to the Owner the requested information, Texas Government Code Section 552.373 requires the Owner to notify the CMAR in writing of the failure and allow 10 business days to cure the violation. Owner may terminate the Contract if CMAR fails to remedy the failure, Owner determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

- J. **ABORTION PROVIDER.** By submitting a Proposal in response to this RFP, CMAR verifies that it is not an abortion provider or an affiliate of abortion providers.

- K. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SELECTED CMAR SHALL BE REQUIRED TO DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER, ITS TRUSTEES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LOSSES, EXPENSES, ATTORNEYS' FEES, CLAIMS, SUITS AND ACTIONS, OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES, RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ARISING OUT OF THE AWARD OF THE CONTRACT OR ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SELECTED CMAR, OR OF ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM THIS RFP, AND THE SELECTED CMAR SHALL PAY ANY JUDGMENT AND COSTS WHICH MAY BE OBTAINED AGAINST OR PAID BY OWNER ARISING OUT OF SUCH INJURY OR DAMAGES; provided and except, however, that this indemnification provision shall not be construed as requiring the selected CMAR to indemnify or hold harmless a registered architect, a licensed engineer or agent, servant, or employee of a registered architect or licensed engineer, from liability for personal injury, death, property injury, or any expense that arises from personal injury, death or property damage, that is caused by or results from (1) defects in plans, designs or specifications prepared, approved or used by the architect or engineer; or, (2) negligence of the architect or engineer in the rendition or conduct of professional duties called for arising out of the construction contract and the plans, designs or specifications that are a part of the construction contract.
- L. **COMPLIANCE:** The selected CMAR and Proposal shall comply with all Federal, State, County and local laws, including local building codes. The selected CMAR shall not hire nor work any person not authorized to work, in accordance with immigration laws, in Texas or the United States.
- M. **WAIVER OF CLAIMS:** BY TENDERING A RESPONSE TO THIS REQUEST FOR PROPOSAL, THE CMAR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY OWNER FOR SELECTING A CMAR. FURTHER, BY SUBMITTING A PROPOSAL, THE CMAR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST OWNER, ARCHITECT OR ANY OF THEIR TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, RECOMMENDATION OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL.
- N. The Owner, for the purpose of complying with federal law and section 2258, Subchapter B of the Texas Government Code for all public contracts, has adopted prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as the published rates for the Owner. These rates are listed at: <https://sam.gov/content/wage-determinations>. **IT IS THE RESPONSIBILITY OF THE CMAR TO ENSURE THE APPROPRIATE RATE OR HIGHER IS PAID ON THE CONSTRUCTION PROJECT OR BE SUBJECT TO PENALTY AS SET FORTH IN SECTION 2258.023 OF THE TEXAS GOVERNMENT CODE.**

- O. The Owner reserves the right to require all CMARs to submit statements as to previous experience in performing comparable work. The competency and responsibility of CMARs and their proposed subcontractors will be considered in making an award.
- P. Each CMAR agrees in submitting its Proposal that no modifications, withdrawals or cancellations may be made to the Proposal during the forty-five (45) days following the time and date the Owner has ranked and selected CMARs.
- Q. The Owner reserves the right to issue Addenda at any time prior to the proposal opening. All such Addenda become, upon issuance, an inseparable part of the RFP.
- R. Owner is qualified for exemption from State and Local Sales Tax pursuant to the provisions of Texas Tax Code Chapter 151, Subchapter H by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
- S. It is the intention of the Owner to award the work within 30 days from the date CMARs are ranked and selected by the Owner. However, the Owner may reject any or all Proposals and/or abandon the Project or portions of the Project if it determines that the Project would not be in the best interest of the Owner.
- T. Awards shall be made with reasonable promptness to the CMAR whose proposal best conforms to the invitation and will be the most advantageous to the Owner based on criteria and corresponding weights set forth herein at Section 1.9.

1.3 PREPARATION OF PROPOSAL

- A. Make Proposal in name of principal and if partnership, give names of all parties.
- B. Give CMAR's complete physical address and email address.
- C. If Proposal is submitted by an agent, provide satisfactory evidence of agency authority.
- D. Fill in all prices in both words and figures.
- E. Submit Proposal in sealed, opaque envelope. No fax or electronic responses will be considered.
- F. Indicate on the outside of envelope the name of CMAR, CMAR's address, name of Project and RFP number for which Proposal is submitted.
- G. If forwarded by mail, enclose sealed envelope containing Proposal in another envelope addressed as indicated.
- H. Proposal(s) must be received prior to opening time. **ANY PROPOSAL RECEIVED AFTER THE DESIGNATED DEADLINE LISTED HEREIN SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.**

- I. Qualification Statements: Along with the requirements identified above, each CMAR shall complete and include a qualification statement in the Proposal package submitted using an AIA-A305 Contractors Qualification Statement, or similar document.

1.4 WITHDRAWAL OR REVISION OF PROPOSAL

- A. Proposal may be withdrawn or revised prior to scheduled time for opening, under following terms:
 1. CMAR may, without prejudice to himself, withdraw proposal after it has been deposited, provided request for such withdrawal is received in writing before time set for opening.
 2. After opening, no proposal may be withdrawn.
 3. Any interlineation, alteration, or erasure made before receiving time must be initialed and dated by the person who signed the proposal, guaranteeing authenticity.
 4. Once a Proposal has been opened, it may not be changed for the purpose of correcting an error to the price proposed.

1.5 NON-RESPONSIVE PROPOSAL

- A. Proposal(s) are considered NON-RESPONSIVE and may be rejected for any reason unless otherwise provided by law, including without limitation:
 1. If there are unauthorized additions, conditional proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous.
 2. If CMAR adds any provisions reserving right to accept or reject any award, or to enter into a contract pursuant to an award.
- B. Owner reserves right to reject any or all Proposals and to waive irregularities or informalities as may be deemed in Owner's interest, and/or re-issue an RFP for the Project, as it may determine in its sole discretion.
- C. A Proposal that is rejected will not be evaluated and will not be considered.

1.6 PROPOSAL/PROPOSAL SECURITY

- A. Each individual Proposal package submitted must be accompanied by Proposal Security guarantee made payable to Owner in an amount of five percent (5%) of the fee being proposed based on the estimated construction budget of the Projects, as further described in the Proposal Form below. Proposal Security shall be in the form of a Proposal (Bid) Bond, duly executed by CMAR as principal and having as surety thereon, a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue such bond, as a guarantee that the CMAR will enter into a Contract in substantially the form provided with this RFP and execute required Performance

B. Each Proposal must be accompanied by information establishing that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and ratings or other evidence of company solvency.

1.7 INTERPRETATIONS

- Grady Independent School District
ATTN: Leandro Gonzales, Superintendent Phone: (432) 459-2445
3011 US Highway 176 EMAIL: legonzal@gradyisd.org
Lenorah, Texas 79749

- ## 1.8 INSURANCE REQUIREMENTS

Page 11

A.M. Best. The Owner reserves the right to require higher limits of coverage depending on the size, scope, and nature of the contract. Owner must be named as an additional insured and must be provided a waiver of subrogation on all policies.

TYPES OF INSURANCE COVERAGE

LIMITS OF LIABILITY

1. Workers Compensation	Statutory
2. Employer's Liability	\$1,000,000 each accident \$1,000,000 disease each employee \$1,000,000 disease policy limit
3. Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Products – completed operations	\$2,000,000 aggregate
Personal and advertising injury	\$1,000,000 per occurrence
Medical payments	\$5,000
4. Business Automobile Liability	\$1,000,000 combined bodily injury each person \$500,000 bodily injury each occurrence \$100,000 property damage each occurrence
5. Contractual Liability	\$1,000,000 per occurrence \$1,000,000 general aggregate
6. Umbrella/Excess Liability	\$10,000,000 minimum amount
7. Builder's Risk	Amount of Contract Sum

(Property damage deductible not to exceed \$25,000 per occurrence).

***NOTE* Any deviations from the types and amounts of coverage stated above should be specified in the Proposal and could be deemed nonresponsive and provide a basis for rejecting a Proposal.**

1.9 METHOD OF AWARD – ONE-STEP SELECTION PROCESS

The procurement method is CONSTRUCTION MANAGER-AT-RISK, ONE-STEP PROCESS, as set out in under Texas Government Code, Chapter 2269, Subchapter F.

A. The Owner will use the following criteria and weights:

<u>CRITERIA</u>	<u>AVAILABLE POINTS</u>
1. Price/fee	0 – 30 points
2. Reputation and experience of CMAR	0 – 20 points
3. Quality of goods or services of CMAR	0 – 10 points
4. Safety Record of CMAR	0 – 15 points
5. CMAR's proposed personnel	0 – 10 points
6. Whether financial capability is appropriate to size and scope of Project	0 – 5 points
7. Other relevant factors:	
a. Ability of CMAR to complete on time	0 – 5 points
b. Past relationship with Owner	0 – 5 points
TOTAL	100 points

Using these criteria and weights, the Owner will evaluate and rank proposals to determine the CMAR that presents the best value to the Owner.

- B. Per Section 44.043, of the Education Code, (b) notwithstanding any other provision of this chapter, a school district:
1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
 2. Shall ensure that its bid specifications do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

- C. Minimum Standards: CMARs are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:
1. Have adequate financial resources;
 2. Be able to comply with the required or proposed schedules;
 3. Have a satisfactory record of performance;
 4. Have a satisfactory record of integrity and ethics; and
 5. Be otherwise qualified and eligible to receive an award.

The Owner may require other information sufficient to determine CMAR's ability to meet these minimum eligibility standards listed above.

- D. In addition to requirements of the RFP Documents, Owner may require additional information to establish responsibility of CMAR. Owner may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Project and substantial data to determine their qualifications and experience. If requested, CMAR must submit all data to Owner. Owner may also consider and use as part of the evaluation, the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted in the RFP Documents or prior to the award of Contract.
- E. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of CMAR, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Project in accordance with the RFP Documents to Owner's satisfaction within the prescribed time.
- F. If the Contract is to be awarded, it will be awarded to the best-qualified CMAR whose evaluation, by Owner, indicates to be in the best interests of the Owner.
- G. Evaluation of Alternates - Any and/or all/none of the alternates may be considered in evaluation. Owner may award Contract on base Proposal plus any and/or all/none of the alternates.
- H. Unbalanced Proposal - If the best CMAR's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The Owner reserves the right to evaluate and determine the next best qualified Proposal for consideration of award.
- I. Owner anticipates selection within forty-five (45) days after Proposal opening, with contract negotiations to begin immediately thereafter.

- J. As provided in this RFP, under state regulations and Owner policy, discussions may be conducted with responsible CMARs who submit Proposals determined to be reasonably susceptible to being selected for award for the purpose of clarification to assure full understanding of any responsiveness to this RFP's requirements. Proposals shall be accorded fair treatment with respect to any opportunity for discussion, and such revisions may be permitted after submission and before award for the purpose of obtaining the best and final Proposal. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing CMARs.

1.10 CONFIDENTIAL DATA

Any data that is to be considered as confidential in nature must be clearly marked as such by CMAR and will be treated as confidential by Owner only to the extent allowable by the Texas Public Information Act, Texas Government Code §552.001, *et seq.* Information not so marked shall be deemed "contracting information" and subject to disclosure upon request in accordance with the Texas Public Information Act, Texas Gov. Code Chapter 552.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and the CMAR agrees that any resulting contract can be terminated if the CMAR knowingly or intentionally fails to comply with a requirement of that subchapter.

1.11 ASSIGNMENT

The successful CMAR shall not sell, assign, transfer or convey a Contract, in whole or in part, without the prior written consent of Owner.

1.12 VENUE

This RFP and any resulting contract will be governed and construed according to the laws of the State of Texas, and venue for any legal proceeding arising out of or related to this RFP shall be in a state district court in the county where the Owner's Administrative Offices are located.

1.13 CONTRACT

This RFP is an invitation to submit a proposal. The Owner will begin contract negotiations with the CMAR that is selected as the highest ranked CMAR as described below. If a contract cannot be executed between the Owner and the highest ranked CMAR, the Owner reserves the right to end negotiations and proceed to negotiate a contract with the next highest ranked CMAR, and so on until a contract for the 2024 Bond Projects, Scope #1 is obtained and approved by the District's Board of Trustees.

AIA A133-2019¹

The selected CMAR will be expected to execute an AIA Document A133-2019 Standard Form of Agreement between Owner and Construction Manager as Constructor, **as modified by the Owner**, the sample form of which is attached hereto at Exhibit "A." Exceptions or deviations to the sample A133-2019 should be tendered in writing with

¹ The Owner reserves the right to use an alternate form of contract if it determines in its sole discretion such contract would be better suited for the Project and is consistent with applicable law.

CMAR's proposal. Material deviations from the sample A133-2019 shall not be considered.

AIA A201-2017

The AIA A201-2017, General Terms and Conditions, **as modified by the Owner**, shall apply, and the awarded CMAR will be expected to execute the modified standard AIA Document A201-2017, the sample form of which is attached hereto at Exhibit "A." Exceptions or deviations to the sample Amendment should be tendered in writing with CMAR's proposal. Material deviations from the sample A201-2017 shall not be considered.

III. SCOPE OF SERVICES / CONTRACT

Project Description, RPF NO. 2024-01

RFP # 2024-01, 2024 Bond Projects, Scope #1

Project Objective – 2024 Bond Projects, Scope #1, including:

Security improvements, including fencing, lighting, canopy cover and signage; water quality and storage upgrades; playground expansion; new bus barn/covered bus storage; new school storage; Wildcat gymnasium improvements; new athletic facility restrooms; and, new residences for teacher housing.

CMAR agrees that it is liable to the Owner for all damage sustained to Owner's facilities for CMAR's failure to properly secure the Work and protect Owner's facilities from theft, weather, fire or other hazard.

Estimated Total Construction Budget –	\$17,000,000
Estimated Project Commencement –	May/June 2025
Estimated Final Project Completion–	December/January 2027

Liquidated Damages - \$500/day if not finally completed by March 1, 2027.

Architect – Richard Constancio, Jr., AIA – Shiver Megert & Associates, LLP

Contract Form and Scope of Services

The Owner will contract directly with a CMAR for performing pre-construction services and general construction of the Project. The CMAR will then conduct the subcontractor selection/bidding and contract with all subcontractors required for the work pursuant to Texas Government Code §2269.255. The Owner reserves the right to contract separately with other suppliers, vendors, consultants and contractors as deemed in the best interest of the Owner's Project. For construction work, this currently includes:

- Independent testing and commissioning for acceptance of the Work, but not otherwise, including materials testing and inspection, HVAC testing and balancing, etc., as may be applicable for Owner's acceptance of this Project.
- Other contractors deemed necessary as recommended by the Owner or its architect.

The CMAR will be reimbursed for the cost of the Work plus a Fee. For purposes of this Proposal, the terms of the contract will be the AIA Document A133-2019, as amended by the Owner, and AIA-201-2017 General Conditions of the Contract for Construction, as amended by the Owner, copies of which are attached hereto at Exhibit "A". **CMARs should identify in their Proposal any exceptions taken or additions/modifications that are requested to be considered by the Owner.** Objections to the contract type or format not included within the Proposal submission may result in disqualification of the Proposal.²

The selected CMAR will provide a Guaranteed Maximum Price for the Project.

² The Owner reserves the right to use an alternate form of contract if it determines in its sole discretion such contract would be better suited for the Project and is consistent with applicable law.

The CMAR will participate in pre-construction services by providing input for scheduling, budgeting, development of documentation, inventory of existing materials, bidding of subcontractors, and construction of the Project and for “constructability” issues.

The CMAR shall publicly advertise and receive bids/Proposals from subcontractors for all portions of the work. Subcontractor bids or Proposals shall be reviewed and approved as set out in Texas Government Code §2269.255.

Payment and performance bonds will be required of the CMAR for 100% of the entire Project. The Owner will make all construction payments directly to the CMAR, for its distribution of payments to subcontractors and suppliers as appropriate.

THE OWNER MAY ELECT TO PROCURE CERTAIN MATERIALS/EQUIPMENT DIRECTLY, WITH COORDINATION AND SCHEDULING SUPPORT FROM THE CMAR. THE EQUIPMENT WOULD THEN BE ASSIGNED TO THE CMAR WITH THE FULL ACCEPTANCE OF RESPONSIBILITIES FOR COORDINATION AND INSTALLATION.

The Owner has business impact and related costs for late completion. Liquidated damages are addressed in the Contract Documents identified above.

Bid Phase

Bids or proposals for subcontractors shall be solicited and received in accordance with the terms of the Construction Contract Documents, the Texas Government Code and the Texas Education Code, as applicable.

Pre-Construction Services Fees, if any, are to be included but separated from the Construction Services Fee. Pre-Construction Services may include Scheduling, Budgeting and Cost Estimating as follows:

1. An estimate of probable construction cost based on preliminary construction documents and visual site visits.
2. A Project schedule identifying critical path and long lead items.
3. Continually monitor and maintain the construction portion of the Project budget. Provide substantially detailed estimates as an evaluative tool in the selection of design alternatives.
4. Provide cost saving analysis for systems and configurations. Evaluate quality, initial cost, maintenance and appropriateness.
5. Develop, monitor and maintain a Project schedule for bidding and construction.
6. Assess the availability of all building components in regard to the Project schedule.
7. Coordinate the bidding and issue of pre-purchase orders for long lead items, if required.
8. Make recommendations and provide references for manufacturers, suppliers and other subcontracts considered during design.
9. Review the Construction Documents during development and report to the Architect or Owner on constructability and coordination of the information presented. The CMAR is not

responsible for the Architect's quality control but is to identify areas in the documents requiring additional information or clarification.

10. If applicable, attend design meetings with the Architect, Architect's consultants and Owner when requested.

Construction Phase

The CMAR shall be responsible for all general construction services for the project. Basic Services shall include all permitting, estimating, scheduling, administration and on-site management required for the successful construction of the Project.

IV. PROPOSAL RESPONSE GUIDELINES

Information included in your response to this RFP will be evaluated and used to determine the ranking of CMAR firms. Clarity and completeness are encouraged. Repetition and duplication of information in multiple locations is discouraged. The information provided will be used to evaluate and score the responses in the categories and weights as published herein.

Under each category of response, as applicable, indicate why your firm is the most desirable to the Owner and why your Proposal represents the best value for the Owner. Please note that how you respond to this issue can impact multiple categories in the evaluation criteria.

Responses to this RFP shall include:

1. **Fee Proposal Form for Work** as CMAR, completed and executed on the attached Form. The Fee for Pre-Construction Services, if any, shall be presented as a lump sum amount (inclusive of overhead and profit). The Fee for Construction Period Services shall be based on a percentage amount times final construction cost with a guaranteed maximum price to be determined.
2. **List of categories** that are included in the Fee for Construction Services. Describe how your fee is calculated; distinguish between what is included in your fee vs. the cost of the job (General Conditions.)
3. **List of Anticipated General Conditions Items**, or items not included in the Fee for Construction Period Services. General Conditions costs are scope and schedule dependent, and as such the actual dollar amounts are not requested at this time. The list of items is being requested to assist in understanding the items included in the Fee verses items included in General Conditions.
4. **AIA Document A305, Contractor Qualification Statement.**
5. **Project Related Experience List** including relevant recent project work for educational facilities including dates, sizes of contracts and references for the same, and delivery method used.
6. **Project Related Experience List** for relevant recent work as a CMAR. Include dates, size of contracts, extent of pre-construction services and references for the same.
7. **Experiences with Concepts for Work as a CMAR.** Describe your organization's concepts for working in a team relationship with the Owner and Architect, if applicable, during the design and construction of major Project. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phases. Which (one or more) of those Project listed above best exemplify these concepts and experience?
8. **Resumes and References for Key Personnel** proposed for this Project. Resumes of key personnel must show experience in Project of similar size, complexity and related challenges. Provide references that can substantiate their experience and background in similar types of facility construction. The CMAR's site staff during construction is anticipated to include a project manager, a full time Superintendent on-site, Project/Field Engineer and clerical support. CMAR shall not change the team staffing of this Project without the consent of the Owner.

9. **Example of Proposed Accounting Method** for a CMAR contract on similar work.
10. **Describe your organization's concept for cost contingencies.** What amount of the construction budget would you desire and recommend to be designated as "Owner's Contingency"? What is your organization's concept for the disposition of contingency funds after the completion of the Project?
11. **Acknowledge that a Certificate of Insurance** will be provided with the coverages and amounts indicated in the Agreement and Conditions.

V. EVALUATION

The Superintendent and/or his designee(s) shall review all Proposals immediately following the proposal opening at the date and time stated herein and the Superintendent will make a recommendation to the Board based on the criteria and weights provided herein. A short list of CMARs may be interviewed. But, the Owner reserves the right to make its selection strictly on the Superintendent's recommendation of Proposals submitted or to eliminate any Construction Manager(s) from the selection as late as the day prior to any potential interview if the Owner determines the Proposal is not sufficiently responsive to merit further consideration. The Board, based on the criteria and weights provided herein, may accept such recommendation from the Superintendent, conduct its own interviews of short listed CMARs or may rank CMARs as it deems fit.

If the Owner's Board chooses to conduct interviews, they will be at a properly posted Board meeting of the Owner. It is anticipated any interview will be 20 minutes, with 15 minutes for the CMAR presentation and remaining time for questions and discussion. As to the Project Team, the Project Manager, Superintendent and Lead Estimator should be in attendance as a minimum. The chemistry and comfort of the team is vital to the selection. The CMAR's focus on the interview should be specific to this Project and the Owners concerns, including:

1. What has the CMAR done recently that is similar to this in schedule, complexity, scope, building type and construction?
2. What experience do the individuals proposed for the Project have with similar and related work?
3. What are your thoughts on the schedule? Most problematic portions? What strategies, tactics can be used to expedite, offsite work/preparation prior to onsite access, onsite tactics or strategies?
4. How will you estimate major trades before they are brought onto the team? How do we get them onboard as early as needed and still keep them competitive?
5. What is your experience in early procurement of equipment (i.e. HVAC equipment, etc.)? How is it best done? Estimated schedule for lead times? Can you do it if the Subcontractor is not yet on the team?
6. What unique leverages/advantages do you offer the Project? Knowledge, experience, subcontractor market issues, vendor/equipment supplier issues, city processes, etc.
7. How do you generate interest from qualified firms?

PROPOSAL FORM
for
CMAR for 2024 Bond Projects, Scope #1
RFP 2024-01

GRADY INDEPENDENT SCHOOL DISTRICT

Submitted by: _____

Date: _____ Phone No.: _____

To: (mail or hand delivery)

Grady Independent School District
Attn: Leandro Gonzales, Superintendent
3011 US Highway 176
Lenorah, Texas 79749

Having examined the documents for RFP 2024-01 prepared by Grady Independent School District, dated December 23, 2024, and having examined site conditions, the undersigned proposes to perform all work as CMAR for the above-named Project(s). With an agreed upon GMP, the undersigned proposes to furnish all labor, equipment and materials to complete the above-named Project(s).

PROPOSED FEES

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

Pre-Construction Services: \$ _____

General Conditions Cost Estimate: \$ _____

i. (itemize/attach list of categories)

Other Costs (if any specify below):

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

TOTAL \$ _____
(from all costs above)

Construction Services _____% (\$ _____)
(inclusive of all of mark up and expenses to be paid)

Savings Split (if any) CMAR _____% Owner _____%

ATTACHMENTS

Acknowledge by initialing in the blank that the following items are attached to this Proposal:

- Proposal Bond (5% of fee based on the
estimated construction budget of the Project(s)) _____
- Felony Conviction Notice _____
- Non-Collusion Affidavit _____
- Statement of Qualifications (AIA – A305) _____
- Conflict of Interest Questionnaire _____
- Compliance with State and Federal Laws _____
- Disclosure of Interested Parties (Form 1295) _____

If the undersigned is notified of Owner's acceptance of this Proposal within forty-five (45) days of the proposal deadline, CMAR agrees and pledges to be Substantially Complete with the entire work on or before the date specified in the RFP. If the work is not complete by such date, the CMAR and/or its Surety shall be liable for and shall pay to the Owner for each calendar day of delay beyond the scheduled dates until the work is Substantially Completed and Finally Completed, the amount of liquidated damages is set out in the Contract Documents.

Proposal Security Guarantee: Pursuant to Section 1.6, as stated above, the undersigned furnishes herewith the Proposal Security guarantee in the amount of five percent (5%) of the fee being proposed based on the estimated construction budget of the Project(s) and attaches it to this Proposal. This Proposal Security guarantee warrants that the undersigned will not withdraw his Proposal for the period of forty-five (45) days after the scheduled closing time for the receipt of Proposals, and if this Proposal is accepted, the undersigned will enter into a formal contract (prepared by the Owner) and that the required 100% performance bond and the 100% payment bond will be provided to the Owner. In the event of the withdrawal of this Proposal within the period stipulated above, or failure of the undersigned to enter into a contract or provide the required bonds within ten (10) days after the undersigned has received notice of the acceptance of this Proposal, the undersigned shall be liable to the Owner for the full amount of the Proposal guarantee.

It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive all informalities and irregularities. It is further agreed that this Proposal shall be valid for a period of forty-five (45) days from the date of opening thereof.

WAIVER OF CLAIMS: BY TENDERING A PROPOSAL IN RESPONSE TO THE OWNER'S RFP 2024-01, THE CMAR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY THE OWNER FOR SELECTING A CMAR. BY SUBMITTING A PROPOSAL, THE CMAR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST OWNER AND ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, RECOMMENDATION, OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP.

ACKNOWLEDGEMENT OF REQUEST FOR PROPOSAL

Company Name: _____

Address: _____

Contact Person: _____

Office Phone: _____

Mobile Phone: _____

e-mail: _____

Fax: _____

ACKNOWLEDGEMENT OF RFP ADDENDA (if any)

The undersigned acknowledges receipt of ____ addenda to this RFP.

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

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

Authorized Signature

Title (Seal, if a Corporation)

State whether Corporation,
Partnership or Individual

Name of Contracting Firm

Address

Telephone

THIS PROPOSAL FORM MUST BE SUBMITTED BY 4:00 PM, JANUARY 17, 2025.

****Note that for overnight and hand deliveries, the District's administrative offices are closed for Winter Break from December 23, 2024, through January 3, 2025, and will be closed for a school holiday on January 10, 2025.***

GRADY INDEPENDENT SCHOOL DISTRICT

RFP 2024-01

FELONY CONVICTION NOTICE REQUIREMENTS

(Texas Education Code Sec. 22.08341. Criminal History Record Information Review Of Certain Contract Employees)

CONTRACTOR : _____

CONTRACT : 2024 Bond Projects, Scope #1, RFP 2024-01
(description of work to be performed for which this notice is requested)

Texas Education Code §44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony.”

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

GRADY INDEPENDENT SCHOOL DISTRICT

RFP 2024-01

FELONY CONVICTION NOTICE

In accordance with the above-described statutory provisions, I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following furnished information is true to the best of my knowledge.

VENDOR: _____

AUTHORIZED COMPANY OFFICIAL: _____
(print name)

Choose the following, as applicable:

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

SIGNATURE OF COMPANY OFFICIAL: _____

OR

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

SIGNATURE OF COMPANY OFFICIAL: _____

OR

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

NAME OF FELON (S): _____

DETAILS OF CONVICTION(S): _____

SIGNATURE OF COMPANY OFFICIAL: _____

GRADY INDEPENDENT SCHOOL DISTRICT

RFP 2024-01

NON-COLLUSIVE BIDDING CERTIFICATION

The undersigned affirms that they are duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this bid/Proposal in collusion with any other bidder, and that the contents as to prices, terms and conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/Proposal.

Vendor: _____

Street Address: _____ City, State, Zip _____

Phone: _____ Fax: _____

Bidder Signature: _____

Bidder (Print Name): _____

Position with Company: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title: _____

GRADY ISD COMPLIANCE WITH STATE AND FEDERAL LAWS

Certification of Eligibility

By submitting a response to the solicitation, CMAR certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of bid submission and time of award, the CMAR will notify the Owner. Failure to do so may result in terminating the contract for default.

Certification Regarding Employment Assistance Prohibited

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

Verification Regarding No Discrimination of Firearm Entities or Trade Associations

Pursuant to Texas Government Code, Chapter 2274, as enacted in SB19 by the 87th Legislature, if CMAR is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the CMAR represents and warrants to the Owner that the CMAR does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association³ and will not discriminate against a firearm entity or firearm trade association during the term of any contract resulting from the solicitation.

Verification Relating to State Contracts with and Investments in Companies that Boycott Energy Companies

Pursuant to Texas Government Code, 2274, as enacted in SB13 by the 87th Legislature, if CMAR is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the CMAR represents and warrants to the Owner that the CMAR does not boycott energy companies⁴ and will not boycott energy companies during the term of any contract resulting from the solicitation.

Relating to State Contracts with and Investments in Companies that Boycott Israel

Pursuant to Texas Government Code, Chapter 2271, as amended, if CMAR is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is

³ A "firearm entity" means a firearm, firearm accessory, or ammunition manufacture, distribute, wholesaler, supplier or retailer, or a sport shooting range. A "firearm trade association" means any person, corporation, unincorporated association, federation, business league or business organization that is not organized or operated for profit for which none of its net earning inures to the benefit of any private shareholder or an individual that has two or more firearm entities as members, or is exempt for federal income taxation under Section 501(c) of the Internal Revenue Code.

⁴ "Boycott energy companies" means, without an ordinary business purpose, 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 with a company because the company engages in the exploration, production utilization, transportation, sale or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law.

\$100,000 or more, the CMAR represents and warrants to the Owner that the CMAR does not boycott Israel and will not boycott⁵ Israel during the term of any construct resulting from this RFP.

Relating to State Contracts with and Investment in Companies that do Business with Iran, Sudan, or any known foreign terrorist organizations

Effective September 1, 2017, CMAR verifies that it/he/she does not do business with Iran, Sudan, or any known foreign terrorist organizations and will not do business with Iran, Sudan, or any known foreign terrorist organizations during the term of this contract. The term “foreign terrorist organization” is defined by Texas Government Code Section 806.001, effective September 1, 2017.

Certification of Compliance with Texas Family Code

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), CMAR certifies as follows:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

CMAR Name: _____

Signature: _____

Print Name: _____

Title _____ **Date:** _____

⁵ Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

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

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

7

Signature of vendor doing business with the governmental entity

Date

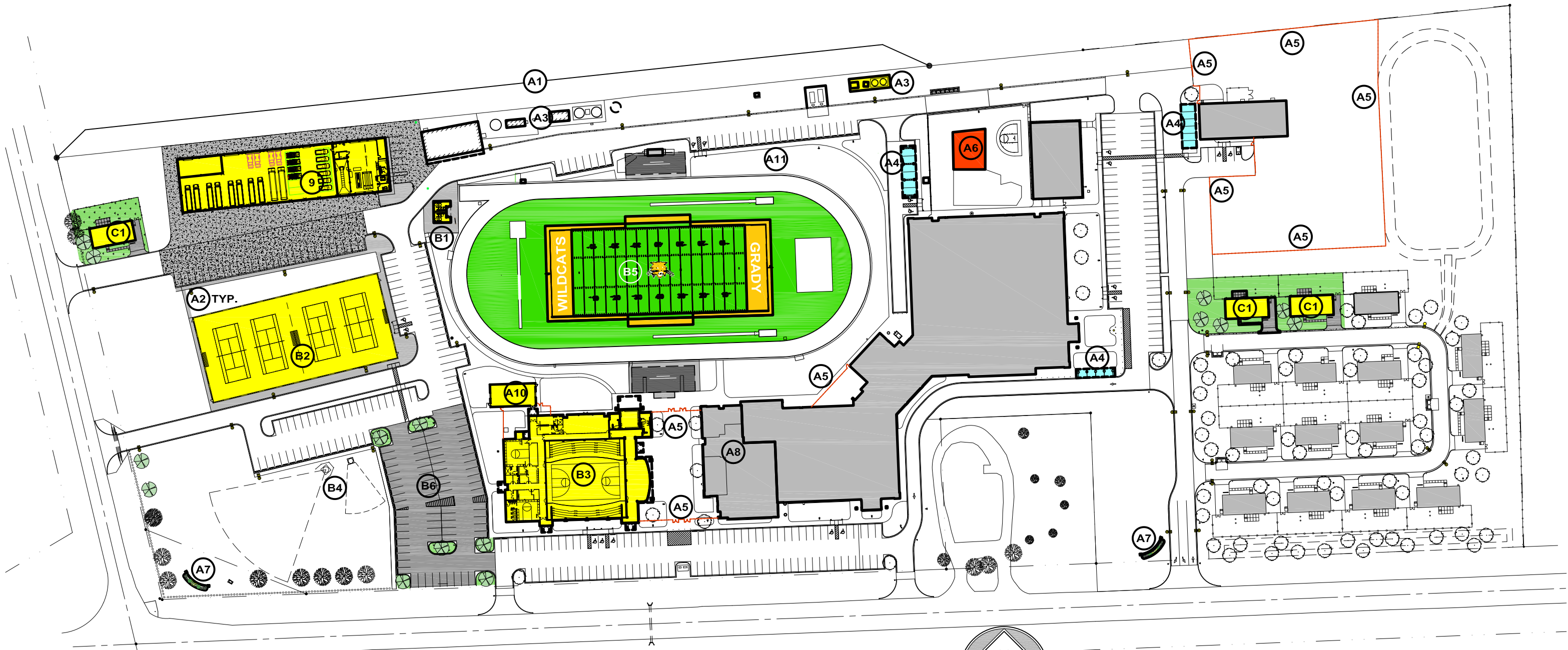
Exhibit A

Grady ISD Sample modified AIA documents A133-2019,
Exhibits A and B, and AIA A201-2017⁶

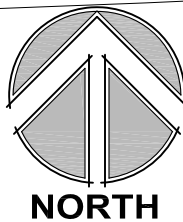
⁶ The Owner reserves the right to use an alternate form of contract if it determines in its sole discretion such contract would be better suited for the Project and is consistent with applicable law.

Exhibit “B”

**PROPOSED SCOPE OF PROJECTS
DRAWING**



OVERALL SITE PLAN N.T.S.



PROPOSED PROJECTS

- | | |
|--|---|
| (A1) NEW PROPERTY PERIMETER FENCE (CHAIN LINK) | (A10) NEW SCHOOL STORAGE |
| (A2) NEW PROPERTY LIGHTING (TYP.) | (B1) NEW FOOTBALL / TENNIS RESTROOMS |
| (A3) WATER QUALITY AND STORAGE UPGRADES | (B2) NEW TENNIS COURTS (UNDER SEPARATE CONTRACT) |
| (A4) CANOPY COVERING | (B3) WILDCAT GYM LOBBY, RESTROOMS, LIGHTS, EXTERIOR EIFS REPAIRS AND PAINTING |
| (A5) TEA SECURITY FENCING (TYP.) | (B4) RELOCATION OF DISCUS AND SHOTPUT |
| (A6) PLAYGROUND EXPANSION | (B5) NEW FOOTBALL SYNTHETIC TURF (UNDER SEPARATE CONTRACT) |
| (A7) MONUMENT SIGNS AT ENTRANCES | (B6) NEW PARKING LOT - 75 ADDITIONAL PARKING SPACES |
| (A8) MISC. RENOVATIONS | (C1) NEW HOUSING/ OR DUPLEX |
| (A9) NEW BUS BARN/COVERED BUS STORAGE | |



**GRADY ISD - PROPOSED BOND PROJECTS
LENORAH, TX**

SHIVER-MEGERT & ASSOCIATES, LLP

102 E. 9TH SUITE 200, AMARILLO, TX 79101
P: 806 372-5662 F: 806 372-5664
TBPE: F-21483

JOB # 24-08
DATE: 12-26-2024
SHEET: 01 OF 01