

# REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER-AT-RISK TRINITY BASIN PREPARATORY SCHOOL

## SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

1.1 GENERAL INFORMATION: Trinity Basin Preparatory (“Owner”) is soliciting statements of qualifications (“Qualifications”) for selection of a Construction Manager-at-Risk firm for three new construction projects (“Project”), in accordance with the terms, conditions, and requirements (3) set forth in this Request for Qualifications. Persons or firms responding to this Request for Qualifications are referred to herein as “Respondents” or “Offerors”.

1.2 DESCRIPTION OF PROJECTS:

1.2.1 Two (2) 75,000 Sq. Ft. Pk – 8 new school construction builds to accommodate 1,000 students.

1.2.2 One (1) 40,000 Sq. Ft. Educational Service Center. This facility will consist of multiple training/meeting rooms, offices, mock classrooms, and conference rooms.

1. This Request for Qualifications (“RFQ”) is the first step in a two-step process for selecting a Construction Manager-at-Risk firm for the Project as provided by Texas Government Chapter 2269, Subchapter F. The RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. Based on the initial ranking, the Owner may select up to five (5) of the top ranked Qualification Respondents to respond to a separate Request for Proposals in the second step of the process.

2. In the second step of the process, Request for Proposals (“RFP”), the selected Respondents will be required to submit additional information to the Owner, including fee proposals and general conditions prices (“Proposals”). The Owner will rank the Proposals in the order that they provide the best value for the Owner based on the selection criteria and the ranking evaluations.

3. One or more qualified Respondents may be requested to attend an interview with the Owner to confirm their Qualifications or Proposal and answer additional questions.

1.3 SUBMISSION OF QUALIFICATIONS:

1. DEADLINE AND LOCATION: The Owner will receive Qualifications at the time and location described below.

**12:00 p.m., February 25, 2022** local time

**Trinity Basin Preparatory School  
2730 North Highway 360  
Grand Prairie, TX 75050  
Attention: Brian Francis**

2. Submit one (1) signed original and seven (7) identical copies of the Qualifications. An original signature must be included on the “Execution of Offer” document submitted with each copy.

3. Late received Qualifications will be returned to the Respondent unopened.
4. The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
5. Properly submitted Qualifications will not be returned to Respondents.
6. Qualification's materials must be enclosed in a sealed envelope (box or container) addressed to the Point of Contact person; the package must clearly identify the submittal deadline, the RFQ number, and the name and return address of the Respondent.
7. Properly submitted Qualifications will be opened publicly and the names of the Respondents will be read aloud.

1.3 POINT-OF-CONTACT: The Owner designates the following person, as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions, to the Point-of-Contact person.

**Lee Osborne, Principal**  
**PBK Architects**  
**Fort Worth, Texas**  
**Phone: 817-991-3020**  
**Email: Lee.Osborne@PBK.com**

1.4 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552) after the solicitation is completed. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

1.5 FORM OF CONTRACT: Any contract resulting from this solicitation shall be the Standard Form of Agreement Between Owner and Construction Manager as Constructor, AIA Document A133-2009, *as amended by the Owner for this Project*, which will be attached as Exhibit "A" at Step 2 of this two-step procurement. The General Conditions shall be the General Conditions of the Contract for Construction, AIA Document A201-2007, *as amended by the Owner for this Project*, which will be attached as Exhibit "B" at Step 2 of this two-step procurement.

1.6 CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued by the Owner as an addendum. It is the responsibility of all Respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due as part of the RFQ, and Respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications. Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.

1.7 EVALUATION OF QUALIFICATIONS: All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner based on the criteria and weight of criteria described in Section 3 of this RFQ.

Qualifications shall not include any information regarding Respondent's fees, pricing, or other compensation. Such information will be solicited from firms qualified by the Owner to participate in step two of the selection process.

- 1.8 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the most qualified firm(s) will require subjective judgments by the Owner.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFQ process shall be at the sole risk and responsibility of the Respondent. Respondents submit Qualifications and Proposals at their own risk and expense.
- 1.11 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply. (This does not preclude a Respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.
- 1.12 WAIVER OF CLAIMS: By submitting a Qualifications or a Proposal, each Respondent agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Qualifications or Proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any Proposal; and award of a contract.

## SECTION 2 – EXECUTIVE SUMMARY

### 2.1 PROJECT DESCRIPTION, SCOPE AND BUDGET:

Three new buildings:

- A. Two parcels will house new PK3 - 8 school facilities, approximately 75,000 square feet that will accommodate 1,000 students each.
- B. One (1) 40,000 square foot Educational Service Center (ESC). This facility will consist of multiple training/meeting rooms, offices, mock classrooms, and conference rooms.

Budget: FORTY-SEVEN MILLION DOLLARS (**\$47,000,000.00**)

### 2.2 PROJECT PLANNING SCHEDULE: Key Project planning schedule milestones are:

- Owner receives Responses to Request For Qualifications February 25, 2022
- Owner announces Short-Listed Firms March 4, 2022
- Owner issues Request for Proposals (to short-listed firms) March 7, 2022
- Owner receives Request for Proposals March 14, 2022

- Hold for Possible Interviews March 22, 2022
- Owner executes Agreement March 28, 2022
- Owner approved Architect’s Schematic Design Documents April 11, 2022
- Owner approves Architect’s Design Development Documents April 25, 2022
- Owner approves Architect’s Construction Documents May 9, 2022
- Owner requests Guaranteed Maximum Price Proposal May 13, 2022
- Owner issues Notice to Proceed for Construction May 19, 2022
- Owner accepts Substantial Completion of Construction June 2, 2022
- Construction Manager achieves Final Completion of Construction June 13, 2022

**SECTION 3 – CRITERIA AND WEIGHT OF CRITERIA**

Pursuant to Texas Government Code section 2269.254, the Owner will rank the Qualifications in step one based on the following criteria and weight of criteria:

Weight	Criteria
20%	Has the Offeror constructed educational projects of similar size and complexity in the previous five (5) years?
5%	Is the Offeror experienced in the North Texas construction market?
5%	What is the Offeror’s litigation record?
10%	Does it appear the Offeror will work effectively in a team environment with the Owner and Architect during the preconstruction, bidding and construction phases of the project?
5%	What is the quality of the cost estimates provided by the Offeror?
10%	What is the quality of the reporting system and methodology the Offeror will utilize and provide to the Owner to insure a completely transparent process?
20%	What is the quality of the schedule and action plan to complete the project in the allotted time?
15%	Does the team of personnel proposed by the Offer appear to be qualified as necessary to meet the needs of the project?
10%	Is the Offeror’s financial capability is appropriate to the size and scope of the project

**SECTION 4 – INFORMATION TO BE PROVIDED BY OFFERORS**

Respondents shall submit a complete statement of Qualifications responding to all questions in this Section 4, formatted as directed in Section 5. Incomplete Qualifications will be considered non-responsive and subject to rejection.

4.1 Offeror Information

1. Name of Firm.
2. Business Address.
3. Telephone Number.
4. Fax Number.
5. Type of Organization (Individual, Partnership, Corporation, Association).
6. Number of Permanent Employees. (Employees hired for the duration of a specific project or under a fixed-term contract are not considered permanent employees for purposes of this Proposal).
  - Home Office
  - Field

7. Primary Contact Person for Owner inquiries.
8. Main Office Location (if different than above).
9. Describe and substantial changes in ownership of your firm during the past five years.
10. How many years has your firm operated under its current form of business organization?
11. List all professional or industry organizations in which your firm or its principals are members.
12. In order to assist the Owner in determining whether there exist any conflicts of interest, please describe any business or family relationships between any Trustee and:

Your firm.

Any principal of your firm.

Any subcontractor you are considering using to perform any portion of the project work.

Any principal of such subcontractor.

#### 4.2 Personnel Information

Provide brief resumes (2-page limit) for the persons listed below:

1. Principals/Corporate Officers:
  - President
  - Vice President(s)
  - Partners
2. Project Managers, Superintendents, Assistant Superintendents and other jobsite management personnel proposed for the Project.

Please also provide a list of the principal duties and responsibilities you anticipate assigning to the Project Manager and to the Superintendent.

#### 4.3 School Projects

List all educational building projects your firm has completed within the past five (5) years, and for each project list:

1. Project Owner
2. Brief description of the project including final construction cost, final project size in gross square feet, type, or construction (new, renovation, addition), project manager and superintendent.
3. Client, Client Contact Person, and Telephone Number
4. Date Construction Completed
5. Project Architect or Engineer
6. Type of contract (e.g., Contractor, Construction Manager-at-Risk)

#### 4.4 Not used.

#### 4.5 Organization

1. List the classifications of work or trades which you anticipate performing with in-house forces.
2. Explain in detail how your firm will handle warranty issues.

4.6 Claims and Litigation

1. Identify all lawsuits, arbitrations, or mediations in which your firm has been a party or participant within the last five (5) years.
2. Describe all instances in which your firm was unable to complete the work under a contract.

4.7 Current Workload

Provide the following information for the five (5) largest projects you currently have under contract:

1. Project Name
2. Location
3. Owner
4. Architect
5. Current Contract Amount
6. Percent Complete
7. Specified Contract Completion Date

4.8 Financial Information

1. Total amount of work performed as general contractor or construction manager for each of the past five (5) years.
2. Bonding Capacity.  
Per Project  
Aggregate
3. Bank reference(s).  
Individual, Title  
Name of Bank  
Address  
Telephone
4. Bonding Company reference(s).  
Individual, Title  
Name of Bonding Company  
Address  
Telephone
5. Dunn & Bradstreet rating, if available.

4.9 Other Information

1. Provide a statement of interest for the Project including a narrative describing the Respondent's unique qualifications as they pertain to these particular Projects.
2. Provide a statement on the availability and commitment of the Respondent, its principal(s) and assigned professionals to undertake these Projects.
3. 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.

4. 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.
5. Describe your management philosophy for the Construction Manager-at-Risk construction delivery method.
6. Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Project for Pre-construction and Construction Services.
7. Identify any consultants that are included as part of the proposed team, their role related experience for this Project. List projects for which the consultant(s) has worked with the Respondent.
8. Describe your cost estimating methods. From any of three (3) projects listed above, describe how the estimates were developed, how often they were updated and the degree of accuracy achieved.
9. Describe your cost control methods during construction and how you procure subcontracts, confirm scope, amount, and ensure proper payment. From any three (3) projects listed above, provide examples of how these techniques were used and the degree of accuracy achieved.
10. Describe your methodology for working with the Project Architect/Engineer and their consultants to deliver a Guaranteed Maximum Price and to maintain the GMP throughout the design and construction process.
11. Describe how you will develop, maintain, and update the Project schedule during design and construction.
12. Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed above, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.
13. Describe your quality assurance program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used from any three (3) projects listed above.
14. Describe your procedures for implementing industry's "best practices" as defined by the Construction Industry Institute and similar organizations for:
  - Establishing and tracking project objectives
  - Using project scope definition resources (i.e. Project Definitions Rating Index (PDRI)) in order to obtain complete and accurate design and construction documents from the A/E
  - Partnering
  - Cost tracking
  - Change (order) management systems
  - Total quality management for each phase, including close-out and commissioning

15. Describe your understanding of the administrative challenges and opportunities associated with providing Preconstruction and Construction services for the Owner on this Project, and your strategy for resolving these issues.
16. Understanding the schedule limitations, provide an analysis of the Owner's project planning schedule and describe your plan for communicating constructability, phasing, value engineering and other budget options in a form that will quickly facilitate the Owner's decision making.
17. For any combination of three (3) projects listed above, describe any conflicts with the Owner, Consultants, Architect/Engineer, or subcontractors and describe the methods used by the Respondent to resolve those conflicts.

## **SECTION 5 – FORMAT FOR QUALIFICATIONS**

### **5.1 GENERAL INSTRUCTIONS**

1. Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs. The Qualifications should not exceed fifty (50) pages.
2. Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications may be considered non-responsive and subject to rejection.
3. Qualifications and any other information submitted by Respondents in response to this RFQ shall become the property of the Owner.
4. Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
5. Qualifications shall consist of answers to questions identified in Section 4 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
6. Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

### **5.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS**

1. Qualifications shall be printed on letter-size (8-1/2" x 11") paper.
2. Separate and identify each response to this RFQ by use of a divider.
3. Submittals shall include a "Table of Contents" and give page numbers for each part the Qualifications.
4. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).



**SECTION 6 - EXECUTION OF OFFER**

The Respondent must complete, sign and return this Execution of Offer as part of their Qualifications. Failure to sign and return this form will subject the Qualifications to rejection by the Owner.

Respondent's Name: \_\_\_\_\_

Respondent's State of Texas Tax Account No.: \_\_\_\_\_  
*(This 11 digit number is mandatory)*

If a Corporation:

Respondent's State of Incorporation: \_\_\_\_\_

Respondent's Charter No: \_\_\_\_\_

Identify each person who owns at least 25% of the Respondent's business entity by name:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Name)*

Submitted and Certified By:

\_\_\_\_\_  
*(Respondent's Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Street Address)*

\_\_\_\_\_  
*(Telephone Number)*

\_\_\_\_\_  
*(City, State, Zip Code)*

\_\_\_\_\_  
*(Fax Number)*

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Date)*

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

BY SIGNATURE HEREON:

- 6.1 Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
- 6.2 Respondent agrees to furnish to the Owner the services described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ and documents contained herein.
- 6.3 Respondent affirms that Respondent has not given and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Qualifications.
- 6.4 A corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 6.5 Respondent certifies that neither the Respondent nor the firm, corporation, partnership, or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- 6.6 Respondent represents and warrants that:
  1. Respondent is a reputable company regularly engaged in providing construction manager services necessary to meet the terms, conditions, and requirements of the RFQ.
  2. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions, and requirements of the RFQ.
  3. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations and ordinances.
  4. Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate.

5. Respondent, if selected by the Owner, will maintain insurance as required by the construction agreement.
6. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true, and accurate. Respondent acknowledges that the Owner will rely on such statements, information, and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters regarding which Respondent has made a statement or representation or provided information.
  7. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
  8. Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
  9. Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only.
- 6.7 Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.
- 6.8 Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
- 6.9 Respondent certifies that no relationship, whether as relative, business associate, by capital funding agreement or any other similar relationship exists between Respondent and a trustee or administrator of the Owner, and Respondent has not been an employee of the Owner within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering any contract with Respondent.
- 6.10 Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 Texas Government Code).
- 6.11 Respondent represents and warrants that Respondent will comply with the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 6.12 Respondent certifies that Respondent will comply with all applicable federal laws and regulations pertaining to Equal Employment Opportunities.

- 6.13 Respondent affirms that the firm is not a related entity to the Architect for the Project, PBK Architects. Pursuant to HB 2634, which amends Texas Government Code §2269.252(b) and adds §2269.252(c), an entity is related to the Architect if it is a sole proprietorship, corporation, partnership, limited liability company, or other entity that is a subsidiary, parent corporation, or partner or has any other relationship in which the Architect has an ownership interest, or is subject to common ownership or control, or is party to an agreement by which it will receive any proceeds of the Construction Manager At-Risk's payments from the Owner/Trinity Basin Preparatory.