

**REQUEST FOR QUALIFICATIONS**  
for  
**DESIGN-BUILD SERVICES**  
for  
**POOL AND POOL SHED**  
**AUSTIN, TEXAS**

**Tanglewood Forest Limited District**

**DATE: June 5, 2025**

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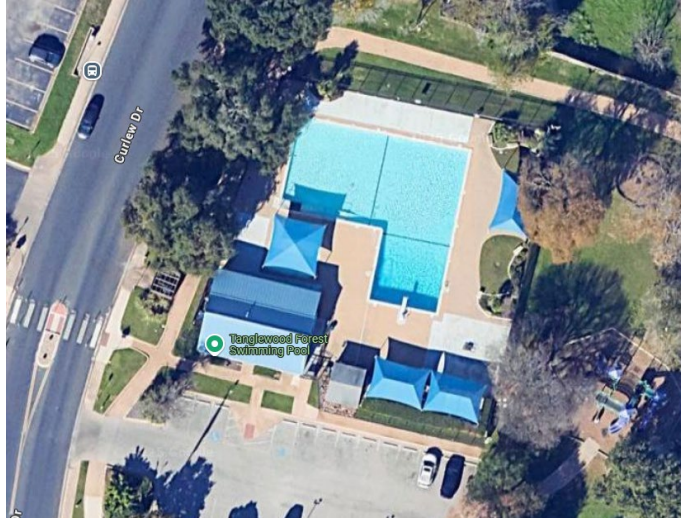
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## **EXECUTIVE SUMMARY**

**Tanglewood Forest Limited District** (“Owner”/“District”) is soliciting Statements of Qualifications (SOQ) from qualified Design-Build teams interested in providing professional design and construction services for **Pool and Pool Shed Renovations** (the “Project”) to be constructed on the site of the District’s existing pool and pool shed located at **9801 Curlew Drive, Austin, Texas 78748**.

**PROJECT SITE: 9801 Curlew Drive, Austin, Texas 78748\***



*(\*Current site of existing pool and pool shed)*

The Project will be constructed on District-owned land located at the address **highlighted** above. The Project will contain—but is not necessarily limited to—the **Owner’s Criteria** listed below:

***Chlorine system***

***Pool shell***

***Pool bond beam***

***Pumps and filters***

***Plaster***

***Pool lights***

***Water feature***

***Beach entry***

***Ladders and railing***

***Fencing***

***Decking reinforcement***

***Pump room/equipment***

## INITIAL CONCEPTUAL DESIGNS:

Upon final selection of the Design-Builder and based upon the minimum programmatic requirements (*Owner's Criteria*) listed above; it will be the responsibility of the Design-Build team to prepare Conceptual Design Documents for the review, comment and ultimate approval by the District. (*See 2.03 for additional information and requirements*)

In order to make the Project as functional, efficient and economical as possible; the Design-Builder will assist the Owner with adjusting, refining and finalizing the *Owner's Criteria*—**Pool and Pool Shed Renovations**. These *Owner's Criteria* will be integrated into the initial Conceptual Design Documents for Owner review, comment, subsequent revision(s) and ultimate approval.

Based upon the approved Conceptual Design Documents, the selected Design-Builder will refine and develop these documents as detailed in **SECTION TWO** of this RFQ.

The Design-Build Team will ultimately be responsible for the preparation of the appropriate Construction Documents required for permitting, accurate bidding and Construction of the Project. All Construction Documents shall be sealed by an Architect and Engineer(s) currently licensed to practice in the State of Texas.

***NOTE: Respondents shall not include any graphic designs or related graphic materials as a part of their Statement of Qualifications. See SECTION THREE for RFQ response requirements.***

***\*\*End of Executive Summary\*\****

## **SECTION ONE:**

### **DEFINITIONS**

#### **1.01 Definitions of Terms in RFQ**

Unless the context suggests otherwise, the terms “Design-Build Team”, “Design/Builder” “Proposer”, “Bidder”, “Submitter”, “Respondent” as used in this RFQ (whether capitalized or not) shall refer to the same legal entity that submits qualifications and is responsible for responding to this RFQ.

Whenever the term “Owner” or “District” is used, it means “Tanglewood Forest Limited District.”

Similarly, unless the context suggests otherwise, the terms “Bid”, “Qualification”, or “Bid/Qualification” shall refer to the formal response given to this RFQ by the submitting entity incorporating all required elements of this RFQ necessary for the Owner to determine whether the submitting entity is a responsible and responsive Firm/Team.

Whenever the term “RFQ,” is used, the reference is to this Request for Qualifications or portions thereof, together with any exhibits, attachments, or addenda it may contain.

**1.01.1.** Whenever the terms “shall,” “will,” “must,” or “is required” are used in the RFQ, the referenced task is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of a submittal.

**1.01.2.** Whenever the terms “can,” “may,” or “should” are used in the RFQ, the referenced specification is discretionary. Therefore, though the failure to provide any items so termed will not be cause for rejection, the Selection Committee may consider such failure in evaluating the quality of the submittal.

**1.01.3.** Whenever the terms “apparent successful” or “top-ranked” or “highest ranking” firm/company or offeror are used in this document, the reference is to the firm that the Selection Committee ultimately judges to have submitted the case best satisfying the needs of the Owner in accordance with the RFQ. The selection of an apparent successful firm/company does not necessarily mean the Selection Committee accepts all aspects of the firm’s submittal or proposal.

**1.01.4.** Whenever the term “submittal” is used in the RFQ, the reference is to the response offered by a firm, person or corporation in accordance with the RFQ. The submittal responds only to the RFQ.

**1.01.5.** Whenever the term “Selection Committee” or “Review Committee” is used in the RFQ, the reference is to the Owner’s representatives responsible for administering and conducting the evaluation and selection process of the RFQ.

**1.01.6.** “Design-Build” refers to the construction project delivery method in which, among other things, the Owner holds a single contract with a business entity that has responsibility both to design and to construct a project, and that holds the trade contracts.

**1.01.7.** “Design-Builder”/“Selected Design-Builder”/“Lead Design-Builder” refers to the Design-Build team member that will contract with the Owner for all work and holds all responsibility of project success, performance, and completion.

**1.01.8.** “Design Professional” (an inclusive term for all licensed building professionals), “Architect of Record,” an/or “Engineer of Record” all refer to the project's architect(s) and/or engineer(s), whose responsibilities generally include programming, design, code compliance, and detailing of the facility. Under the Design-Build delivery methodology, the Design Professional is an integral part of the Design-Builder entity under single contract with the Owner.

**1.01.9.** “Owner’s Criteria”, “Program”, “Building Program”, ‘Programmatic Requirements” is a written document that details the specific and functional requirements of a project, sustainable objectives and the expectations of how the project will be used and operated.

**1.01.10.** “Qualifications Submittal” and “Initial Written Submittal” both refer to a firm’s response to the RFQ.

**1.01.11.** “Firm” shall be interpreted as referencing the design entity, the construction entity, or the combined (e.g., joint venture) entity, as is reasonable.

**1.01.12.** “Fixed Fee”, “Lump Sum” or “Guaranteed Maximum Price” (GMP) shall be proposed by the Design Builder and shall be defined as a specific dollar amount (stated as a lump sum) and agreed upon by all parties at the time of the future Contract Negotiations with the selected Design-Builder.

***\*\*End of Section One\*\****

## **SECTION TWO:**

### **SCOPE OF WORK**

#### **2.01 Purpose of the RFQ and Design-Builder Responsibilities**

The Design-Builder will be expected to provide concurrent design and construction turnkey activities for this project resulting in a finished, fully usable facilities that satisfy all project requirements and contract terms. The Design-Builder, as the sole responsible source for total project compliance and construction related performance (including architectural programming, design, and construction services) will hold all design professionals, testing services, trade contractors and trade supplier contracts.

**2.02 Location of the Project:** 9801 Curlew Drive, Austin, Texas 78748.

#### **2.03 Scope of Work**

The following is a preliminary Scope of Work that may be modified during contract negotiations with the selected Design-Build Team.

#### **Site Inventory and Evaluation of Owner's Criteria Confirmation**

1. Site investigations, including survey, subsurface utility investigations, geotechnical investigations, environmental engineering, to verify existing conditions as necessary.
2. Preliminary evaluation of proposed site use, material selection, systems and equipment and provide recommendations on constructability, time, labor and scheduling factors related to project cost.
3. Prepare written report summarizing Owner's Criteria with suggested additions, deletions and modifications.

#### **Schematic/Preliminary Design (SD)**

1. Prepare site, architectural, structural, mechanical, plumbing and electrical schematic design plans based on Owner's Criteria for Owner's consideration.
2. SD Phase plans and Preliminary Design report will minimally include:
  - a. Site Development and Design criteria including site access, general landscape concept, lighting areas, utility routing and connections and storm water measure locations.
  - b. Project Design information including: design intent, space requirements and planning criteria, preliminary selection of systems and materials, utility load review, code compliance, system integration with storm water plans and outline specification to integrate systems, products and procedures for architectural, civil and landscape. Work in digital format: AutoCAD or Building Information Modeling (BIM) software.
3. Develop preliminary estimate of construction cost setting forth in detail quantities of materials, labor, profit, overhead, insurance etc. for the project including all site work.
4. Attend Owner meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design.
5. Prepare Preliminary Design Report (PDR) confirming design criteria, agreed upon program elements, alternative schemes, recommended scheme with construction

phasing options and cost model.

6. Develop Design-Builder's Proposal detailing contract sum, estimated trade costs, proposed dates of substantial completion and list of key Design-Build personnel and suppliers.
7. Conduct regular design meetings.
8. Update the design schedule.
9. Present to required departments/agencies for review; responsible for all State, County, and City permit applications and approvals.

### **Design Development (DD)**

1. Based on the approved SD plans, satisfactorily resolve all review comments from prior design phases and further refine the design to include the following revised and additional information:
  - a. Site Design: demolition and clearing plans, grading and drainage plans, sedimentation and erosion control plans, layout plans, construction details, lighting and signage, planting plans and details.
  - b. Project Design: review and confirm Project plan configuration including foundation, roof and structural systems, overall dimensions, materials testing requirements, review MEP design including systems, equipment and calculations, prepare energy and performance modeling and review and coordinate systems integration to include all utilities and controls.
2. Expand outline specifications to Design Development level and integrate systems, controls, products and procedures for architectural, civil and landscape.
3. Produce documents in digital format: AutoCAD or Building Information Modeling (BIM) software.
4. Conduct regular, biweekly, design meetings.
5. Review and confirm total original budget from Schematic Design phase review.
6. Review any proposed V-E items, final strategy and reconcile variances.
7. Review and confirm sustainability goals and prepare life cycle cost analysis.
8. Review, update and confirm project schedule.
9. Attend Owner meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design.

### **Permitting, Reviews and Approvals**

1. Review and/or present design concepts to Owner, County, City and any other regulatory agencies, as applicable, whose approval is necessary for the development of the site.
2. Submit plans and applications to regulatory agencies.
3. Secure approvals from all other local and state agencies as required for the site development.
4. Coordinate the construction or relocation of privately-owned utilities, if necessary.
5. Attend meetings as necessary for all approvals. Provide responses and modifications to regulatory comments.



### **Construction Documents (CD)**

1. Based on the approved DD plans, satisfactorily resolve all review comments from prior design phases and prepare and finalize all construction drawings and specifications to minimally include: site utilities and components that will form the basis for the Project's Construction Documents sufficiently complete to support the prepared budget, obtain necessary permits and construct the Project.
2. Produce documents in digital format: AutoCAD or Building Information Modeling (BIM) software.
3. Prepare a construction documents level cost estimate and updated project schedule; reconcile cost estimate with construction estimate.
4. Incorporate bid alternates as necessitated by the project budget.
5. Conduct regular design meetings.
6. Conduct meeting to present final design.

### **Construction Administration**

1. Provide construction administration and observation associated with the site improvements associated with the approved Construction Documents; including a preconstruction conference, weekly site observation and meetings for processing pay requests.
2. Provide interpretations of prepared drawings and specifications, shop drawing review and approval as well as preparation of change orders and construction change directives.

### **Construction**

1. Execution of all elements reflected and approved within the Construction Documents—including all architectural, civil, structural, mechanical, electrical, plumbing, landscape and ancillary elements of the facilities—as well as the surrounding Site work as defined by the civil, landscape and Site MEP documents—in order to construct and complete a finished, functional and fully-complete facility able to be occupied for its intended use.
2. Site work to include but not be limited to:  
Clearing and rough grading with excess dirt and material removed from the site. Site utilities including—but not limited to—electrical service site lighting, site elements, utilities, and landscaping.

### **Post Construction Phase/Deliverables**

1. Prepare as-built documents based on information received from the contractor in AutoCAD or BIM format or in such other format as the Owner requires.
2. Prepare a Facility Maintenance Plan in a format selected by the Owner.
3. Assist in project closeout and establishment of warranties and guarantees.
4. Present to required departments/agencies for review; responsible for all State, County, and City permit applications and approvals.

See **EXECUTIVE SUMMARY** for initial Owner's Criteria and general programming requirements. Selected Design-Builder shall refine, clarify and modify these requirements as needed based on

initial programming meetings with the Owner. Any and all modifications to the programming requirements should be in pursuit of achieving the optimum efficiency, functionality and economy as is possible for these facilities.

## **2.04 Project Budget**

The District will set a **not-to-exceed Cost of Construction (GMP) for the Project**. This not-to-exceed GMP is “turn-key” and shall include all costs, overhead, profit and fees. Total costs include construction related expenses; architectural programming, design, engineering, consultants and construction related services; testing services; public jurisdiction fees and charges; permits; and other related professional service fees necessary to fully complete this project.

### **The Owner/ Design-Builder Contract**

The Contract will be in two-parts: **Part 1** is an agreed-to Lump Sum for all Design, Engineering and Consultant’s Services required to prepare a complete set of Construction Documents-sufficient for the Design-Builder to accurately commit to a GMP for the Project. Executing **Part 1** does not obligate either party to execute **Part 2** which is the actual Contract for Construction based on the GMP established at the end of **Part 1**.\*

(\*Specific and detailed procedures, rights and remedies for each party will be enumerated in the future contracts submitted to the Owner by the selected Design-Builder).

## **2.05 Anticipated Schedule**

The Owner reserves the right to adjust this schedule as necessary.

<b>Anticipated Project Schedule:</b>	<b>Date</b>
Issue/Advertise RFQ and post to the District’s Website	<b>June 4, 2025</b>
Publish RFQ in the <i>Austin American Statesman</i>	<b>June 4, 2025</b>
Deadline for written questions and clarifications on RFQ	<b>June 12, 2025</b>
Deadline for submission of Statement of Qualifications	<b>June 17, 2025</b>
The District’s Board Meeting to open submissions	<b>June 18, 2025</b>
Selection Committee completes evaluation to establish ranked list of qualified Design-Builders	<b>June 25, 2025</b>
Selection Committee notifies top-ranked qualified Design-Builder(s) and schedules Interview(s) (OPTIONAL)	<b>TBD</b>
Top-ranked Design-Builder is notified	<b>June 27, 2025</b>
The District’s Special Board Meeting to vote whether or not to officially enter into negotiations with the Top-ranked Design-Builder.	<b>July 2, 2025</b>

## **2.06    Pre-Construction Project Planning**

The Design-Builder, as a part of its design and its preconstruction services, will assist with developing a strategy for the best approach for the successful completion of the project including guidance and assistance in the preparation of a schedule and a reliable, preliminary cost estimate along with evaluations of any value engineering measures.

At the conclusion of the CD phase and prior to agreeing to enter into a separate Contract for Construction; the Owner will request that the Design-Builder commit to an acceptable Lump Sum/ GMP price for all its design and construction services for the project.

## **2.07    Project Delivery and Objectives**

At all times and project stages the Design-Builder shall act in the best interests of the Owner and use their best efforts to deliver the project in an expeditious and cost-effective manner consistent with the Owner's project requirements, time constraints and budget. The Design-Builder shall develop a contractually obligated overall project schedule and will be responsible for methods of construction, safety, scheduling and coordination of all construction work in addition to miscellaneous contracts required for completion of the project within its predetermined budget limits and schedule.

## **2.08    Compliance with State and Federal law**

The Design-Builder shall be compliant with all applicable provisions of state and federal law, including, but not limited to, the Americans with Disabilities Act, the state equivalent, including the Texas Accessibility Standards, Chapter 775 of the Texas Health and Safety Code, and Chapters 552, 2251, 2252, 2253, 2258, and 2269, Texas Government Code.

The Owner expects all parties to this project to work closely together and deal appropriately with project conditions to finish the job successfully. **A spirit of cooperation, collaboration and a commitment among professional design and construction services providers to work in the best interests of the project is of the utmost importance.**

*\*\*End of Section Two\*\**

**SECTION THREE:**  
**DESIGN-BUILDER EVALUATION AND SELECTION CRITERIA**

**3.01 Design-Build Team Experience Requirements and Capabilities**

Responders should identify their Team's experience with public bid response design-build projects and specifically describe those projects that best characterize the proposers' capabilities including work quality and cost control measures. These projects must have included the completion of construction drawings, technical specifications and construction estimates that led to a complete constructed project currently in operation. Completed public sector projects and experience with the public bidding process is preferred.

At a minimum, successful submittals shall demonstrate experience and technical competence with the following requirements:

1. Responsively and successfully designing to a user program.
2. Demonstrated history of successful collaboration constructing complex facilities utilizing a Design-Build methodology.
3. Obtaining municipal permits and permitting processes.
4. Incorporating environmentally responsible practices.
5. Effectively providing contract and construction administration services utilizing effective team communication and working methods.

**3.02 Design-Build Team Minimum Qualifications**

**Firms must meet the following criteria. Firms that do not meet these criteria are automatically disqualified.**

1. Firm's "Designer(s) of Record" **MUST** have a current Texas Architectural and Engineering license(s) as appropriate for their portion of the design work. **A copy of the license(s) is to be included in the appendix.**
2. Firm's "Builder" **MUST** have a current Texas Contractor's license with an unlimited building classification. **A copy of the license is to be included in the appendix.**
3. Lead Design-Build firm **MUST** have bonding capacity to provide a Labor and Material Payment and Performance bonds with coverage each equal to the total cost of the project.
4. Lead Design-Build firm **MUST** be able to get a Builder's Risk Insurance Policy for this project with coverage equal to the total cost of the project.
5. Lead Design-Build firm **MUST** agree to keep and maintain insurance for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below and shall furnish the Owner with certificates of insurance for each type of insurance described herein. The Owner reserves the right to negotiate different limits and coverage in the final contract.

Commercial General Liability: \$1,000,000 per occurrence  
Commercial Auto Liability: \$1,000,000 combined single limit  
Excess (Umbrella) Liability: \$1,000,000  
Workers' Compensation: Statutory  
Employer's Liability: \$1,000,000 each accident/total disease/employee disease  
Professional Liability (Errors & Omissions) coverage for Architect of Record and Engineer(s) of Record shall provide coverage not less than \$1 million per claim. (The Owner reserves the right to negotiate different limits and coverage in the final contract.)

All insurance companies must be authorized to do business in Texas.

**NOTE: In order to be deemed eligible for evaluation, the submitting lead Design-Build firm must include the Declaration Statement (signed) included in this RFQ attesting to the above requirements and coverages in its submittal.**

When a public entity makes a public work contract for constructing, altering, or repairing a public building or carrying out or completing any public work, it shall require the Contractor, before beginning the work, to execute payment and/or performance bonds as specified below. The bonds shall be executed by a corporate surety in accordance with applicable Insurance codes. The bond shall be payable to the Owner.

For a contract in excess of \$100,000, a performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents. The bond is solely for the protection of the Owner.

For a contract in excess of \$25,000, a payment bond shall be executed in the amount of the contract solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material.

The selected firm will be required to comply with all bonding requirements.

### **3.03 Statement of Qualifications Evaluation Criteria and Scoring**

**RFQ submittals are to include the information requested in this RFQ in the sequence and format prescribed – including the Appendices at the end of this RFQ. All selection criteria are associated with certain questions and will be evaluated based on this format. Failure to respond in this sequence and format will result in potential disqualification.**

Supplemental materials providing additional information may be attached if limited to three pages.

#### **1. Organization**

- 1.1 Name of Firm:  
Address of Principal Office:  
Telephone and Fax:  
Business Organization (corporation, partnership, individual, joint venture, other?):  
Year Founded:  
Primary Individual to Contact:
- 1.2 How many years has your organization been in business in its current capacity?

- 1.3 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
- 1.4 If your organization is a corporation, answer the following: date of incorporation, State of incorporation, president's name, vice president's name(s), secretary's name, treasurer's name.
- 1.5 If your organization is a partnership, answer the following: date of organization formation, type of partnership (if applicable), name(s) of general partner(s).
- 1.6 If your organization is individually owned, answer the following: date of organization formation, name of owner.
- 1.7 If the form of your organization is other than those listed above, describe it and name the principals.
- 1.8 Does your company principally work in the Austin, Texas area?
- 1.9 What is the dollar value of work done within a 75-mile radius of the District, for the three-year period of 2021-2024, and what percentage of your total work does this represent?
- 1.10 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
- 1.11 List jurisdictions in which your organization's partnership or trade name is filed.

## **2. Relevant Experience of the Design-Builder**

- 2.1 Work over the last five years: List each of the last five Texas public projects constructed by your organization. For each project, provide the name, nature of the project/its function, size (SF), location, cost, delivery method used, date of notice to proceed, contractual completion date, actual completion date, owner and architect (and their telephone numbers), and what type of project (new or addition/renovation).
- 2.2 What percentage of your work in the last five years has been public construction?
- 2.3 What percentage of your work for the past five years has been for repeat clients?
- 2.4 List projects (Similar Projects) in the past five years that demonstrate your ability to complete in the above-mentioned schedule or less. What strategies were implemented in order to accelerate the schedule accordingly?
- 2.5 List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces or to bid all work to subcontractors? List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
- 2.6 Claims and suits (If the answer to any of the questions below is yes, please attach details).
  - 2.6.1 Has your organization ever failed to complete any work awarded?
  - 2.6.2 Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers?
  - 2.6.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

- 2.7 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
- 2.8 Please provide examples of work that your firm considers to be exceptional. Also, list the project and contact and telephone number.
- 2.9 List five public projects where your firm, as a Design-Build Firm, has had input in designs for similar projects and has demonstrated leadership, innovation, and technical expertise. Give examples of your input.
- 2.10 Discuss experience designing and renovating pools and pool sheds.

### **3. Financial Strength**

- 3.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
- Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
  - Noncurrent assets (e.g., net fixed assets, other assets).
  - Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
  - Noncurrent liabilities (e.g., notes payable).
  - Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
- 3.2 Name and address of firm preparing attached financial statement and date thereof.
- 3.3 Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).
- 3.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- 3.5 Provide name, address and telephone number of your financial institution.
- 3.6 Surety: Name of bonding company and name and address of agent. Performance and Payment Bonds for 100% of the construction cost will be required upon submission of the guaranteed maximum price (GMP).
- 3.7 Bonding Capacity: Provide total bonding capacity, and list current capacity obligated.

### **4. Past Performance of the Design-Build Methodology**

- 4.1 Describe your organization's concepts for working in a team relationship with a public entity during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phase. It is possible that the GMP may be requested prior to completion of construction documents. Is this acceptable to you?
- 4.2 Design-Builder's Fee: Please complete Appendix A - Costing Methodology. The discussion of fees and total cost for performing the Work will be limited to the

selected Bidder. "Costing methodology" means an offeror's policies on subcontractor markup, definition of general conditions, range of cost for general conditions, policies on retainage, policies on contingencies, discount for prompt payment, and expected staffing for administrative duties. The term does not include a guaranteed maximum price or bid for overall design or construction.

- 4.3 Savings: Describe your organization's concept and reasoning for the disbursement of savings realized during construction.
- 4.4 Contingencies: Describe your organization's concept for cost contingencies during design and during construction. What is your organization's concept for the disposition of contingency funds after the completion of the project?
- 4.5 Cost Information: Your firm would be required to make all cost information during design and construction available to the Owner. Describe how this information would be furnished and how it would be assured that it is complete and accurate.
- 4.6 Please provide examples of pre-construction services provided in past public projects and the results of those services.
- 4.7 Provide five examples of your input and ideas during the design phase of public projects that has resulted in:
  - Reduced maintenance and/or operating costs; and/or
  - Reduced construction cost and/or resulted in a better facility.
- 4.8 List five project examples where your firm has provided cost saving ideas after establishment of the GMP and your ideas and efforts have resulted in decreasing the cost of construction and/or shortening of the construction schedule. Provide details.
- 4.9 How does your firm propose to deal with the current or anticipated concrete, petroleum-based, or other relevant product cost escalation in the marketplace, relative to the completion of this project?
- 4.10 Describe your firm's warranty program, in particular, staffing, reporting, follow-up procedures.
- 4.11 What is your record and philosophy on Change Orders?

## **5. Proposed Personnel and Management Team**

- 5.1 Are the Design-Builder's personnel experienced in similar public projects?
- 5.2 Have the proposed personnel demonstrated the ability to achieve quality work?
- 5.3 Given the scope and schedule of the project, identify the specific Job Superintendent, Assistant job Superintendent, Project Manager, Assistant Project manager, Estimator and Field Operations personnel who would work on the project(s). Provide a resume and references for each individual. Prior to contracting with a Design-Build firm, the Owner, should they choose, will interview the Project Manager/Job Superintendent who will be assigned to the project(s). The Project Manager/Project Superintendent will be required to remain on the project through final completion unless the Owner directs for any personnel to be removed.

## **6. Reputation**



- 6.1 Demonstrate examples of the Design/Build “Team Player” relationship and how any adversarial situation during construction was remedied.
- 6.2 Has the Design-Builder demonstrated a long-term presence in the Austin, Texas market?
- 6.3 Have past clients expressed a willingness to work with the Design-Builder again?
- 6.4 For two of the five projects listed above (*reference item 2.1*), identify a representative of the owner (provide name, telephone/fax numbers) whom we could contact as references regarding your organization’s services. References should include owners of related projects of comparable scope.
- 6.5 Claims and suits. (If the answer to any of the questions below is yes, please attach details.)
  - a. Has your organization ever failed to complete any work awarded?
  - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
  - c. Have there been any judgments, claims, arbitration proceedings or suits against your organization or its officers in the last 10 years?
  - d. Has your organization filed any lawsuits or requested arbitration with regard to construction projects within the last five years?

## **7. Uniqueness**

- 7.1 What would you feel is unique about your firm’s contribution to the Owner’s project described within this RFQ?
- 7.2 A brief narrative statement of understanding of the scope of work, key challenges and the submitter’s overall vision and approach for the successful development of a high-quality project consistent with the minimum criteria requirements outlined in this RFQ.
- 7.3 Discuss Firm’s experience in adaptively re-using an existing structure for efficiency and cost savings in construction.

## **8. Job Safety**

- 8.1 How does your firm propose to maintain a safe working environment around a busy site?
- 8.2 Has your firm had any major accidents in the past ten years? Deaths, Workers’ Compensation claims, etc. If yes, please explain the processes put in place to prevent similar incidents.

***End of Questionnaire***

### **3.04 Clarifying Qualification During Evaluation**

During the evaluation process, the Owner has the right to require any clarification it needs in order to understand the Firm/Team's view and approach to the project and scope of the work. Any clarifications to the Qualification made before executing the contract will become part of the final Firm/Team contract.

### **3.05 Ranking**

Based on the criteria stated and after evaluating the responses to this RFQ, the Owner will rank no more than three of the most highly qualified candidates. These ranked Teams *may* be asked to interview to help determine final selection.

### **3.06 Interviews of Short-listed Firms/Teams**

Prior to final ranking the short-listed Firms/Teams for final selection, the Owner **may elect** to interview those Firms/Teams. The purpose of this interview would be to meet the proposed Project team (if applicable), become familiar with key personnel and/or with the selection strategy proposed by the submitter and to understand the Firm/Team's project approach and ability to meet stated objectives for the project. Teams should be prepared to discuss with specificity their capacity to conduct this work in compliance with the project timeframe, budget and good-faith obligations. The Owner will notify each short-listed firm to schedule individual times for the interviews **if this option is exercised.**

### **3.07 Design-Build Firm/Team Final Selection**

After making a final selection for the Selected Design-Build Team by having taken into consideration the demonstrated relevant experience, local presence, quality, financial strength and overall past performance of this team, and having determined the selected Design-Build Team represents the best overall value to the Owner, the Owner will begin contract negotiations with the selected Team. If negotiations are successful with selected the Design-Build Team, the Owner will enter into a Contract for the Work. *If negotiations are unsuccessful, the Owner will terminate all negotiations; and will notify the next ranked Design-Build Team per 3.05 that they are the selected Design-build Team and the negotiation phase will commence with this Team.*

The selected Design-Build Team is to be considered fully informed as to intentions of the Owner regarding the timeframe to prepare and complete contract negotiations. The Design-Build Team should be prepared to provide a detailed, written Proposal to include scope of work, staffing plans, action plan, CPM Schedule and fee proposal to the Owner during negotiations.

**The Owner may withdraw this RFQ, reject qualifications or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason.**

### **3.08 Compliance**

The selected Design-Builder will be expected to execute the appropriate contracts. The Design-Builder will submit copies of standard **Owner/Design-Builder Agreements** for review, possible modification, and approval by the Owner's attorneys.

### **3.09 Liquidated Damages**

The awarded Design-Builder will be subject to Liquidated Damages payable to the Owner in the sum of \$500 per day for each day the Project shall not have achieved Substantial Completion as set forth in the Contract Documents. Substantial Completion is the state in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents to that the Owner can occupy or utilize the Work for its intended use. If any of the facilities require a Certificate of Occupancy or other permits from any regulatory agency, those documents must be secured before Substantial Completion can be accepted by Owner.

***\*\*End of Section Three\*\****

**SECTION FOUR:**  
**QUALIFICATIONS SUBMITTAL REQUIREMENTS AND FORMAT**

**4.01 Submittal: Deadline for Receipt of Qualifications, Format and Contact Info**

Submitters shall mail **five total copies** of their written Statement of Qualifications (SOQ) in a sealed package (including one thumb drive in PDF digital format) to the Owner and be postmarked by the submission deadline noted in Article 2.05 of this RFQ. The name and address of the submitter should appear on the outside of the submittals and the package should include the RFQ title and reference the Project (i.e., ***“RFQ for Design-Build Services for Tanglewood Forest Limited District – Pool and Pool Shed”***). Each submittal copy shall be identical in content. An email address for the primary contact of the submitter must be on the cover sheet of the SOQ. Responses should be concise, clear and relevant. Submitters’ costs incurred in responding to this RFQ are the submitters’ alone and the Owner does not accept liability for any such costs. The Owner will not and shall not be required to return any items submitted.

**MAIL** Statement of Qualification Package (SOQ) to the following address:

**Brian Whelan, Board President  
Tanglewood Forest Limited District  
P.O. Box 150273  
Austin, Texas 78715**

**4.01.1** In order for the Owner to evaluate Qualifications fairly and completely, Firm/Teams should concisely follow the format set out herein and provide all of the information requested:

- a. SOQs shall be bound, numbered consecutively, double-sided, on 8-1/2” x 11” sheets with maximum of 30 pages (not including the coversheet, back cover, cover letter, Table of Contents, Resumes or other required attachments such as SBDE Forms, Form of Contract Notations/Exceptions, Insurance Certificates, Privilege License(s), Non-Collusion Form, Corporate Resolution Form or authorized signatures).
- b. Up to a maximum of two sheets may be 11” x 17” for schedules or other information necessary to depict the proposed Project Approach/Action Plan.

**4.02 Statement of Qualifications Provisions**

The Owner intends to limit the cost that submitters incur to respond to this solicitation, therefore, submitters are encouraged to be brief and succinct. Thick volumes of background and general marketing material are not desired. Instead, submitters should highlight their responsiveness to the evaluation criteria. If multiple firms are proposed as one team, each component firm should describe its own relevant qualifications within the same submittal.

Qualifications must confirm that the Firm/Team will comply with all of the provisions in this RFQ, and if applicable, provide notice that the Firm/Team qualifies as a certified business. **Qualifications must be signed by a company officer empowered to bind the company.** A Firm/Team’s failure to include these items in their Qualifications may cause their Qualification to be determined non-responsive and the Qualification may be rejected.

**\*\*End of Section Four\*\***

**SECTION FIVE:**  
**PRE-SUBMITTAL QUESTIONS AND CLARIFICATIONS**

**5.01 Pre-Submittal Questions**

Questions concerning the Project should be emailed to the District's Representative at the address listed below prior to the submittal deadline indicated in Article 2.05.

The response to one interested firm's question will be sent via email to all of whom are registered as interested firms.

Except for submission of questions to the District's Representative below, proposers should not contact any members nor employees of the Owner regarding any aspect of this procurement until after the award of the Contract.

**Vangie Bocanegra – District's Representative**  
**District's Manager, RowCal**  
Email: [vangie.bocanegra@rowcal.com](mailto:vangie.bocanegra@rowcal.com)

**5.02 Submittals and Clarifications**

It is the responsibility of each submitter to examine the entire RFQ, seek clarifications in writing, and review their submittal for accuracy before submitting their qualifications. Once submission deadlines have passed, all submissions will be final. The Owner will not request clarification from any individual submitter relative to their submission but reserves the right to ask for additional information from all parties that have submitted qualifications.

**5.02.1** It is the sincere intention of the Owner to make every effort to be fair and equitable in its dealings with all candidates for selection. If, however, the Owner should determine that one or more of the Design-Build teams' submittals are not advantageous to the Owner, then **the Owner shall have the absolute right to reject any and all submittals.**

**5.03 Acknowledgement of SOQ Receipt:**

All respondents' Statements of Qualification received prior to the stated deadline will be officially and publicly acknowledged and recorded by the District per the Anticipated Schedule shown in **Article 2.05**

*\*\*End of Section Five\*\**

**SECTION SIX**  
**APPENDICES**

- 6.01      Appendix A - Costing Methodology**
- 6.02      Appendix B - Felony Conviction Disclosure Statement**
- 6.03      Appendix C - Non-Collusion Affidavit**
- 6.04      Appendix D - Conflict of Interest Notice**
- 6.05      Appendix E - Suspension and Debarment Certification**
- 6.06      Appendix F - Certification of Residency**
- 6.07      Appendix G - W-9 Request for Taxpayer Identification and Certificate**
- 6.08      Appendix H - Deviations/Signature Page**
- 6.09      Appendix I - Insurance Declaration Statement**

## **APPENDIX A**

**6.01**

### **Costing Methodology**

Include a description of the following costs for each category based on the size and scope of the project. The discussion of fees and total cost for performing the Work will be limited to the Final Selection Process, after firms have been ranked.

Subcontractor markup:

Definition of general conditions:

Range of cost for general conditions:

Policies on retainage:

Policies on contingencies:

Discount for prompt payment:

Expected staffing for administrative duties:

**DO NOT INCLUDE A GUARANTEED MAXIMUM PRICE OR BID FOR OVERALL DESIGN  
AND/OR CONSTRUCTION!**

## APPENDIX B

6.02

### CERTIFICATION FELONY CONVICTION DISCLOSURE STATEMENT

#### NCHRI Certification

The undersigned Contractor certifies that the Contractor has obtained all National Criminal History Record Information ("NCHRI") for the Contractor and its agents, servants, and employees.

The Contractor further certifies that the Contractor has provided the NCHRI for the Contractor and its agents, servants, and employees to the Owner.

**This notice is not required of a publicly held corporation.**

I, the undersigned agent for the firm named below, certify that: (i) I have obtained the NCHRI for the Contractor, its agents, servants, and employees; (ii) I have provided the NCHRI for the Contractor, its agents, servants, and employees to the Owner; and, (iii) the information concerning notification of felony conviction for the Contractor, its agents, servants, or employees has been reviewed by me and the following information furnished is true to the best of my knowledge.

---

Company Name

---

Signature of Authorized Company Official

---

Authorized Company Official's Name (Please print)

## APPENDIX C

### 6.03

#### AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, any representative of the Owner between response submission date and award of the contract.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Owner:

---

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing on its behalf.

Signature of Authorized Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX D

### 6.04

#### CONFLICT OF INTEREST NOTICE

##### Notice to Vendors

##### Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

A person or entity who contracts or seeks to contract with the Owner for the sale or purchase of property, goods, or services (as well as agents of such persons) is required to file a Conflict of Interest Questionnaire with the Owner. Each covered person or entity who seeks to or who contracts with the Owner is responsible for complying with any applicable disclosure requirements.

The Conflict of Interest Questionnaire must be filed not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

The Vendor shall file an updated completed questionnaire with the appropriate records administrator not later than September 1 of the year in which an activity described in Section 176.006(a), Local Government Code, is pending, and not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated completed questionnaire in a year if the person has filed a questionnaire on or after June 1, but before September 1, of that year.

The Conflict of Interest Questionnaire may be downloaded from the Texas Ethics Commission's website at <https://www.ethics.state.tx.us/forms/CIQ.pdf>. You may also use the copy provided.

Completed forms should be sent submitted with the Bid.

## APPENDIX E

6.05

### SUSPENSION AND DEBARMENT CERTIFICATION

**Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).**

Firms receiving individual awards of \$100,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$100,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Name of Firm: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## APPENDIX F

6.06

### CERTIFICATION OF RESIDENCY

**Chapter 2252 of the Texas Government Code relates to Resident versus Nonresident and the requirements governmental entities must follow when awarding contracts to Nonresidents. The pertinent portion of the Chapter is as follows:**

#### **Section 2252.001 –**

"Resident" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

"Nonresident" refers to a person who is not a resident.

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

#### **Section 2252.002 –**

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

- (1) the state in which the nonresident's principal place of business is located; or
- (2) a state in which the nonresident is a resident manufacturer.

Please complete the appropriate statement below:

A. I certify that (*Company Name*) \_\_\_\_\_ is a Resident of Texas as defined in Chapter 2252.

B. I certify that (*Company Name*) \_\_\_\_\_ is a Nonresident of Texas as defined in Chapter 2252. Our principal place of business is:

\_\_\_\_\_  
(*City and State*)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX G

6.07

Form <b style="font-size: 1.2em;">W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>																																																		
Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	<b>2</b> Business name/disregarded entity name, if different from above																																																			
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____																																																			
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																																		
	<b>6</b> City, state, and ZIP code																																																			
	<b>7</b> List account number(s) here (optional)																																																			
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> </tr> </table>			<b>Social security number</b>																				or										<b>Employer identification number</b>																			
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<b>Part II Certification</b> Under penalties of perjury, I certify that: <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																				
<b>Sign Here</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; height: 40px; vertical-align: bottom;">           Signature of U.S. person ▶         </td> <td style="width: 40%; height: 40px; vertical-align: bottom;">           Date ▶         </td> </tr> </table>		Signature of U.S. person ▶	Date ▶																																																
Signature of U.S. person ▶	Date ▶																																																			
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/fw9">www.irs.gov/fw9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> <li>Form 1099-INT (interest earned or paid)</li> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> </ul>																																																				
<ul style="list-style-type: none"> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: <ol style="list-style-type: none"> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>Certify that you are not subject to backup withholding, or</li> <li>Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and</li> <li>Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.</li> </ol>																																																				

## APPENDIX H

6.08

### DEVIATIONS / SIGNATURE PAGE

In the event the undersigned Respondent intends to deviate from the general terms, conditions, or specifications listed within this submittal, all such deviations must be listed on this page, with complete and detailed conditions and information also being attached. In the absence of any deviation entry on this form, the Respondent assures the District of their compliance with the Terms, Conditions, Specifications, and information contained within this SUBMITTAL.

Deviations:

The District will be the sole judge to determine if deviations are acceptable in meeting the needs of the District and participating members.

The District reserves the right to withdraw this request for qualifications at any time and for any reason. The District also reserves the right to award or not award this contract in any manner deemed to be in the best interest of the District.

**Please make sure that you provide the following forms:**

a.	<b>Proof of Insurance</b>	<u>Yes</u>	<u>No</u>
b.	<b>Felony Conviction Notice</b>	<u>Yes</u>	<u>No</u>
c.	<b>Cost Proposal</b>	<u>Yes</u>	<u>No</u>
d.	<b>Non-Collusion Affidavit</b>	<u>Yes</u>	<u>No</u>
e.	<b>Suspension &amp; Debarment</b>	<u>Yes</u>	<u>No</u>
f.	<b>Certification of Residency</b>	<u>Yes</u>	<u>No</u>
g.	<b>Conflict of Interest</b>	<u>Yes</u>	<u>No</u>
h.	<b>Required Addenda</b>	<u>Yes</u>	<u>No</u>

**All Respondents MUST COMPLETE this page.**

**Sign and Return with response or your submission may be considered Non-Responsive.**

Our response is submitted according to: \_\_\_\_\_ Deviations listed above

\_\_\_\_\_ No Deviations

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

## APPENDIX I

### 6.09

#### INSURANCE DECLARATIONS STATEMENT

Firm/Team shall maintain insurance not less than the following:

Firm/Team agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverage and limits. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by Firm/Team is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Firm/Team's under this Contract.

1. Firm's "Designer(s) of Record" MUST have a current Texas Architectural and Engineering license(s) as appropriate for their portion of the design work. **A copy of the license(s) is to be included in the appendix.**
2. Firm's "Builder" MUST have a current Texas Contractor's license with an unlimited building classification. **A copy of the license is to be included in the appendix.**
3. Lead Design-Build firm MUST have bonding capacity to provide a Labor and Material Payment and Performance bonds with coverage each equal to the total cost of the project.
4. Lead Design-Build firm MUST be able to get a Builder's Risk Insurance Policy for this project with coverage equal to the total cost of the project.
5. Lead Design-Build firm MUST agree to keep and maintain insurance for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish the Owner with certificates of insurance for each type of insurance described herein. The Owner reserves the right to negotiate different limits and coverage in the final contract.)

Commercial General Liability:	\$1,000,000 per occurrence
Commercial Auto Liability:	\$1,000,000 combined single limit
Excess (Umbrella) Liability:	\$1,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000 each accident/total disease/employee disease

Professional Liability (Errors & Omissions) coverage for Architect of Record and Engineer(s) of Record shall provide coverage not less than \$1 million per claim. (The Owner reserves the right to negotiate different limits and coverage in the final contract.)

All insurance companies must be authorized to do business in Texas.

Certificate of Insurance: Firm/Team agrees to provide the Owner with Certificates of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum 30 day endeavor to notify, when available, by Firm/Team's insurer. If Firm/Team receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Firm/Team agrees to notify the Owner within five business days with a copy of the non-renewal or cancellation notice, or written specifics as to the coverage no longer in compliance.

When an Owner makes a public work contract for constructing, altering, or repairing a public building or carrying out or completing any public work, it shall require the contractor, before beginning the work, to execute payment and/or performance bonds as specified below. The bonds shall be executed by a corporate surety in accordance with Insurance Code 7.19-1. The bond shall be payable to the Owner and in a form approved by the board. Gov't Code 2253.021(a), (d)-(e).

For a contract in excess of \$100,000, a performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents. The bond is solely for the protection of the Owner.

For a contract in excess of \$25,000, a payment bond shall be executed in the amount of the contract solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material.

The selected firm will be required to comply with all bonding requirements.

Insurance and Bond Requirement Acknowledgement:

I understand the above requirements and agree to comply.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**-END OF RFQ DOCUMENTS-**