

**BOARD OF TRUSTEES**  
**Special Meeting and Workshop Agenda**  
**November 17, 2023**  
**12:00 PM**

The Board of Trustees of the Midland Independent School District will attend the following Special Meeting and Workshop on November 17, 2023, beginning at 12:00 PM at  
Administration Building, Room 101  
615 W Missouri Ave  
Midland, TX 79701.

*\*Please note that the District may add or remove agenda items up until 72 hours prior to the meeting. Pursuant to the Texas Open Meetings Act the District must publicly post this notice and agenda 72 hours prior to the meeting.*

***Public Forum: Participants must register to speak in person by 5:25 p.m. on the day of the meeting.***

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.
3. Public Comment
4. Action Items
  - A. Discussion of and Request for Approval of Order Canvassing the November 7, 2023 Bond Election 2  
Presenter: Chad Crowson



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** November 17, 2023

**Presented by:** Chad Crowson

**Subject:** Discussion of and Request for Approval of Order Canvassing the November 7, 2023 Bond Election Returns

### Action Item

#### **Financial Impact**

None

#### **Board Goals/ Strategic Plan Goals**

N/A

**Executive Summary:** The Order which canvasses the November 7, 2023 Bond Election is presented for approval. Copies of final cumulative and precinct by precinct results from each polling place where the bond proposition was considered will be presented under separate cover.

#### **Recommendation**

It is recommended that the Board of Trustees approve the Order canvassing the votes of the November 7, 2023 Bond Election as presented.

#### **Motion**

I move that the Board of Trustees adopt the Order canvassing returns and declaring results of election, which is before the Board.

#### **Contact Person**

Chad Crowson, General Counsel

#### **Enclosure**

Proposed Order

**ORDER CANVASSING RETURNS AND DECLARING  
RESULTS OF ELECTION**

WHEREAS, on November 7, 2023, there was held within and throughout the territory of the Midland Independent School District (the “District”) an election (the “Election”) at which there was submitted to the resident, qualified electors of the District the following proposition, to-wit:

**PROPOSITION A**

SHALL THE BOARD OF TRUSTEES (THE “BOARD”) OF THE MIDLAND INDEPENDENT SCHOOL DISTRICT (THE “DISTRICT”) BE AUTHORIZED TO ISSUE BONDS OF THE DISTRICT, IN ONE OR MORE SERIES OR INSTALLMENTS, IN THE AMOUNT OF \$1,415,400,000 FOR THE DESIGN, CONSTRUCTION, ACQUISITION, REHABILITATION, RENOVATION, EXPANSION, IMPROVEMENT, AND EQUIPMENT OF SCHOOL BUILDINGS IN THE DISTRICT, INCLUDING (I) TWO NEW HIGH SCHOOLS, (II) MIDDLE SCHOOL EXPANSION, RENOVATION AND IMPROVEMENT, (III) DISTRICTWIDE SAFETY, SECURITY, AND ACCESSIBILITY IMPROVEMENTS, (IV) A NEW ELEMENTARY SCHOOL AND (V) REHABILITATION AND IMPROVEMENT OF EXISTING FACILITIES, WHICH BONDS SHALL MATURE, BEAR INTEREST AND BE ISSUED AND SOLD IN ACCORDANCE WITH LAW AT THE TIME OF ISSUANCE; AND SHALL THE BOARD BE AUTHORIZED TO LEVY, IMPOSE AND PLEDGE, AND CAUSE TO BE ASSESSED AND COLLECTED, ANNUAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY IN THE DISTRICT SUFFICIENT, WITHOUT LIMIT AS TO RATE OR AMOUNT, TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS, AND THE COSTS OF ANY CREDIT AGREEMENTS (INCLUDING CREDIT AGREEMENTS EXECUTED OR AUTHORIZED IN ANTICIPATION OF, IN RELATION TO, OR IN CONNECTION WITH THE BONDS), ALL AS AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA?

WHEREAS, the tabulation of the results of the Election on Proposition A was as follows:

Votes For:                    12,412 (56.12%)

Votes Against:            9,704 (43.88%)

IT IS, THEREFORE, ORDERED BY THE BOARD OF TRUSTEES OF THE MIDLAND INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. Election Results. The Election was duly called and notice thereof given in accordance with law; the Election was held in the manner required by law; only resident, qualified electors of the District voted at the Election; a written return of the Election results was made to the District in accordance with the Election Code; and the resident, qualified electors of the District voting in the Election, including absentee voting, voted “FOR” or “AGAINST” Proposition A, as noted above.

Section 2. Tabulation of Votes; Notice of Results. The official returns shall be delivered to the Secretary of the Board of Trustees, who is hereby directed to enter in the Election register the tabulation of the votes cast for and against Proposition A and to preserve such

tabulations as required by law. Notice of the Election results shall be given in the manner required by the Election Code and other applicable law.

Section 3. Notice of Meeting. The Board of Trustees officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for at least 72 hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by the District in connection with providing such notice, both as required by Chapter 551, Texas Government Code; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 4. Authorization to Execute. The President or Vice President of the Board of Trustees is authorized to execute, and the Secretary of the Board of Trustees is authorized to attest and seal this Order on behalf of the Board of Trustees.

Section 5. Effective Date. This Order is effective immediately upon its passage and approval.

*[Signature page follows]*

PASSED AND APPROVED this \_\_\_\_\_, 2023.

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President, Board of Trustees

ATTEST:

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Secretary, Board of Trustees

(SEAL)

Signature Page  
Canvassing Order

Summary Results Report  
 November 7, 2023 Joint Constitutional Amendment  
 Election 6110  
 November 15, 2023

**Statistics**

	TOTAL	Absentee	Early Voting	Election Day
Election Day Precincts Reporting	46 of 46	0	0	46
Precincts Complete	0 of 46	0	0	0
Precincts Partially Reported	46 of 46	0	0	46
Absentee/ Early Precincts Reporting	46 of 46	46	46	0
Registered Voters - Total	94,158			
Ballots Cast - Total	24,181	334	15,428	8,419
Ballots Cast - Blank	6	1	3	2
Voter Turnout - Total	25.68%			

Summary Results Report  
November 7, 2023 Joint Constitutional Amendment  
Election 6110  
November 15, 2023

OFFICIAL FINAL RESULTS MISD BOND

Midland County

**MISD Prop A**  
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	12,412	167	8,184	4,061
Against	9,704	154	6,282	3,268
Total Votes Cast	22,116	321	14,466	7,329
Overvotes	0	0	0	0
Undervotes	134	7	88	39
Contest Totals	22,250	328	14,554	7,368

	STATISTICS			
	Registered Voters - Total	Ballots Cast - Total	Ballots Cast - Blank	Voter Turnout - Total
101	1,126	118	0	10.48%
101A	0	0	0	0%
102	3,164	599	0	18.93%
103	3,772	837	0	22.19%
104	1,131	109	0	9.64%
105	1,883	243	0	12.9%
106	3,758	599	0	15.94%
107	2,894	769	0	26.57%
108	550	44	0	8%
108A	484	34	0	7.02%
109	848	103	0	12.15%
109A	1	0	0	0%
110	3,045	1,321	0	43.38%
201	2,866	461	0	16.09%
203	762	177	0	23.23%
204	4,024	1,516	0	37.67%
205	1,588	829	0	52.2%
206	1,797	717	0	39.9%
207	2,643	1,148	0	43.44%
208	843	151	0	17.91%
210	1,489	391	1	26.26%
211	4,514	1,004	0	22.24%
302	3,657	434	0	11.87%
303	426	27	0	6.34%
304	1,898	125	1	6.59%
305	1,580	136	0	8.61%
306	3,497	311	1	8.89%
307	1,148	319	0	27.79%
307A	1,196	216	1	18.06%
308	3,300	466	0	14.12%
309	411	37	0	9%
309A	36	9	0	25%

	STATISTICS			
	Registered Voters - Total	Ballots Cast - Total	Ballots Cast - Blank	Voter Turnout - Total
310	714	78	0	10.92%
401	1,264	263	0	20.81%
402	1,071	377	0	35.2%
403	3,183	1,228	0	38.58%
404	2,449	940	0	38.38%
405	2,600	776	0	29.85%
406	2,824	430	0	15.23%
407	2,876	722	1	25.1%
408	2,512	1,210	0	48.17%
409	2,280	758	0	33.25%
410	2,093	820	1	39.18%
411	3,224	1,398	0	43.36%
Totals	87,421	22,250	6	

	Trustee, District 7 District 7				MISD Prop A			
	VOTE FOR 1				VOTE FOR 1			
	7 of 7 Precincts Reporting				44 of 44 Precincts Reporting			
	Bryan Murry	Joshua Guinn	Total Votes Cast	Contest Total	For	Against	Total Votes Cast	Contest Total
101				48	67	115	118	
101A				0	0	0	0	
102				381	217	598	599	
103				345	486	831	837	
104				55	53	108	109	
105				102	139	241	243	
106				277	318	595	599	
107				426	332	758	769	
108				28	15	43	44	
108A				17	17	34	34	
109				60	42	102	103	
109A				0	0	0	0	

	Trustee, District 7 District 7				MISD Prop A			
	VOTE FOR 1				VOTE FOR 1			
	7 of 7 Precincts Reporting				44 of 44 Precincts Reporting			
	Bryan Murry	Joshua Guinn	Total Votes Cast	Contest Total	For	Against	Total Votes Cast	Contest Total
110	0	0	0	0	726	588	1,314	1,321
201					165	291	456	461
203					63	113	176	177
204					931	577	1,508	1,516
205					594	232	826	829
206					398	317	715	717
207					756	387	1,143	1,148
208					68	83	151	151
210					194	193	387	391
211					692	308	1,000	1,004
302					160	269	429	434
303					15	12	27	27
304					74	49	123	125
305					106	29	135	136
306					211	95	306	311
307					165	152	317	319
307A					107	106	213	216
308					303	154	457	466
309					21	15	36	37
309A					2	7	9	9
310					38	40	78	78
401	109	111	220	263	106	156	262	263
402					197	175	372	377
403					690	535	1,225	1,228
404	457	347	804	940	496	441	937	940
405					386	388	774	776
406					269	158	427	430
407	334	283	617	722	333	383	716	722
408	268	179	447	499	703	504	1,207	1,210
409	373	275	648	758	380	374	754	758

	Trustee, District 7 District 7				MISD Prop A			
	VOTE FOR 1				VOTE FOR 1			
	7 of 7 Precincts Reporting				44 of 44 Precincts Reporting			
	Bryan Murry	Joshua Guinn	Total Votes Cast	Contest Total	For	Against	Total Votes Cast	Contest Total
410					510	308	818	820
411	681	589	1,270	1,398	814	579	1,393	1,398
<b>Totals</b>	<b>2,222</b>	<b>1,784</b>	<b>4,006</b>	<b>4,580</b>	<b>12,412</b>	<b>9,704</b>	<b>22,116</b>	<b>22,250</b>

B. Discussion of and Request for Approval of Order Canvassing the November 7, 2023  
Board of Trustee Election Returns  
Presenter: Chad Crowson

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# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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### **Enclosure**

Proposed Order

**ORDER CANVASSING RETURNS AND DECLARING  
RESULTS OF ELECTION**

WHEREAS, on November 7, 2023, there was held within and throughout the territory of the Midland Independent School District (the “District”) an election (the “Election”) at which there was submitted to the resident, qualified electors of the District the following proposition, to-wit:

**MIDLAND ISD BOARD OF TRUSTEE FOR SINGLE MEMBER DISTRICT #7**

- BRYAN MURRY
- JOSHUA GUINN

WHEREAS, the tabulation of the results of the Election was as follows:

Votes for Bryan Murry:        2,222 (55.47%)

Votes for Joshua Guinn        1,784 (44.53%)

IT IS, THEREFORE, ORDERED BY THE BOARD OF TRUSTEES OF THE MIDLAND INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. Election Results. The Election was duly called and notice thereof given in accordance with law; the Election was held in the manner required by law; only resident, qualified electors of the District voted at the Election; a written return of the Election results was made to the District in accordance with the Election Code; and the resident, qualified electors of the District voting in the Election, including absentee voting, chose between the candidates Bryan Murry and Joshua Guinn, as noted above.

Section 2. Tabulation of Votes; Notice of Results. The official returns shall be delivered to the Secretary of the Board of Trustees, who is hereby directed to enter in the Election register the tabulation of the votes cast for each candidate and to preserve such tabulations as required by law. Notice of the Election results shall be given in the manner required by the Election Code and other applicable law.

Section 3. Notice of Meeting. The Board of Trustees officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the District’s administrative offices for at least 72 hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by the District in connection with providing such notice, both as required by Chapter 551, Texas Government Code; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 4.     Authorization to Execute. The President or Vice President of the Board of Trustees is authorized to execute, and the Secretary of the Board of Trustees is authorized to attest and seal this Order on behalf of the Board of Trustees.

Section 5.     Effective Date. This Order is effective immediately upon its passage and approval.

*[Signature page follows]*

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

(SEAL)

Summary Results Report  
 November 7, 2023 Joint Constitutional Amendment  
 Election 6110  
 November 15, 2023

OFFICIAL FINAL RESULTS MISD DISTRICT 7  
 TRUSTEE

Midland County

<b>Statistics</b>	TOTAL	Absentee	Early Voting	Election Day
Election Day Precincts Reporting	46 of 46	0	0	46
Precincts Complete	0 of 46	0	0	0
Precincts Partially Reported	46 of 46	0	0	46
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Registered Voters - Total	94,158			
Ballots Cast - Total	24,181	334	15,428	8,419
Ballots Cast - Blank	6	1	3	2
Voter Turnout - Total	25.68%			

Summary Results Report  
 November 7, 2023 Joint Constitutional Amendment  
 Election 6110  
 November 15, 2023

OFFICIAL FINAL RESULTS MISD DISTRICT 7  
 TRUSTEE

Midland County

**Trustee, District 7 District 7**  
 Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Bryan Murry	2,222	22	1,543	657
Joshua Guinn	1,784	23	1,238	523
Total Votes Cast	4,006	45	2,781	1,180
Overvotes	0	0	0	0
Undervotes	574	13	357	204
Contest Totals	4,580	58	3,138	1,384

	STATISTICS			
	Registered Voters - Total	Ballots Cast - Total	Ballots Cast - Blank	Voter Turnout - Total
101	1,126	118	0	10.48%
101A	0	0	0	0%
102	3,164	599	0	18.93%
103	3,772	837	0	22.19%
104	1,131	109	0	9.64%
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Totals	87,421	22,250	6	

	Trustee, District 7 District 7				MISD Prop A			
	VOTE FOR 1				VOTE FOR 1			
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407	334	283	617	722	333	383	716	722
408	268	179	447	499	703	504	1,207	1,210
409	373	275	648	758	380	374	754	758

	Trustee, District 7 District 7				MISD Prop A			
	VOTE FOR 1				VOTE FOR 1			
	7 of 7 Precincts Reporting				44 of 44 Precincts Reporting			
	Bryan Murry	Joshua Guinn	Total Votes Cast	Contest Total	For	Against	Total Votes Cast	Contest Total
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411	681	589	1,270	1,398	814	579	1,393	1,398
<b>Totals</b>	<b>2,222</b>	<b>1,784</b>	<b>4,006</b>	<b>4,580</b>	<b>12,412</b>	<b>9,704</b>	<b>22,116</b>	<b>22,250</b>

C. Discussion of and Request for Approval of the RFQ #23-203 Midland ISD 2023  
Bond Program Manager Services  
Presenter: Cortney Smith

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# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** November 17, 2023

**Presented by:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Discussion of and Approval for the Request for Qualifications (RFQ) 23-203 Midland ISD 2023 Bond Program Manager Services

### Action Item

#### **Financial Impact**

The proposed negotiated fee associated with the Program Manager (PM) is 2.5%

Term of contracts – A contract awarded in response to this RFQ will be for the entirety of the November 2023 Bond Project.

#### **Strategic Plan Goals/Board Academic Goals**

Goal 3, Initiative 2

#### **Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC), contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

The primary reason for hiring a Program Manager (PM) for this size of a program and district-wide projects is to ensure the district is looked after by a highly qualified firm that has direct experience with construction projects, from start to finish. Their main duty is to represent the District in a fiduciary capacity and ensure projects are completed with the utmost quality and professionalism, on budget and on schedule. The district does not have the staff nor expertise to monitor the entire program while also maintaining day-to-day operations and the PM will complement the district in managing the program. The PM will also work closely with the architects to review all details of the drawing in an effort to mitigate any change orders after the drawings have been finalized.

#### **Recommendation**

The committee for this RFP is recommending award to the following vendor, the vendor providing the best value to the district.

Supplier(s)
Parkhill, Smith & Cooper, Inc.



# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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### **Motion**

Approve as presented

### **Contact Person**

Cortney Smith, Chief of Facilities and Operations

### **Enclosure**

Bid Tabulation and Scoresheet

## Scoresheet

### Request for Qualifications

#### # 23-203 Addendum 3 - Midland ISD 2023 Bond Program Manager Services

Supplier	Rank	Score	Request for Qualifications	Relevant Experience with Public School Bond Programs of Respondent's Team	Respondent's PM Team and ability to provide consist resources throughout the duration of the Bond	Understanding of Design and Construction within the Region of the Owner's Bond Program and ability	Respondent's past relationship with the District	Respondent's Architectural and Engineering Technical Ability
		100		20.00	25.00	25.00	20.00	10.00
Parkhill, Smith & Cooper Inc.	1	88.75		18.75	22.00	23.25	15.25	9.50
		88.75		18.75	22.00	23.25	15.25	9.50

**Bid Tabulation**

<b>Event Number</b>	RFQ # 23-203 Addendum 3	<b>Organization</b>
<b>Event Title</b>	Midland ISD 2023 Bond	<b>Workgroup</b>
<b>Event Description</b>	Program Manager Services	<b>Event Owner</b>
<b>Event Type</b>	RFQ	<b>Email</b>
<b>Issue Date</b>	10/13/2023 04:50:02 PM (CT)	<b>Phone</b>
<b>Close Date</b>	11/3/2023 02:00:00 PM (CT)	<b>Fax</b>

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
Parkhill, Smith & Cooper Inc.	Lubbock	TX	11/2/2023 05:37:11 PM (CT)	0	\$0.00

**Midland ISD 2023 Bond Program Manager Services  
Request for Qualifications (RFQ)  
RFQ #23-203**

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**I. Introduction**

- A. The Midland Independent School District (hereinafter known as District or Owner) has called a bond election on November 7<sup>th</sup>, 2023, for the construction of new facilities and renovation of existing facilities across the district (hereinafter known as the Program.) The District is seeking submissions from qualified providers to provide Bond Program Management Services as provided herein. The District is *only* seeking professional services firms (Texas Government Code Sec. 2254) that can provide the required services as a sole source. Joint venture or partnering relationships are not allowed.
- B. The selected Respondent (hereafter referred to as, Respondent or PM) will be a part of an overall Project Team which will include Owner administration, as well as selected architects, engineers, and construction contractors. The PM will work closely with the District to direct the successful execution of the Program, working with the Project Team in a cooperative effort to provide the Owner with cost-effective solutions.
- C. The Program includes the following projects:

Item	Description	Budget
<b>a.</b>	<b>New Campuses</b>	
	1) Legacy High School	\$492,600,000
	2) New Midland High School	\$492,600,000
	3) New Elementary School	\$ 53,300,000
<b>b.</b>	<b>Existing Campuses</b>	
	<b>1) Expansion and Renovation</b>	
	a. Legacy High School	\$ 17,600,000
	b. Midland Freshman High School	\$ 22,500,000
	c. Abell Junior High School	\$ 19,000,000
	d. Alamo Junior High School	\$ 31,000,000
	e. Goddard Junior High School	\$ 23,200,000
	F. San Jacinto Junior High School	\$ 9,900,000
	<b>2) Renovation of Aging Facilities</b>	
	a. District-Wide	\$203,400,000
	<b>3) Safety, Security, and Accessibility Improvements</b>	
	a. District-Wide	\$ 50,300,000

- D. Respondents are required to be licensed Architecture/Engineering companies with demonstrated experience managing school district bond programs of similar context and locality. The PM will be selected based upon qualifications only. Only after selection will financial and other contract terms be negotiated. Owner is not required to enter into any contract, nor accept any terms.
- E. The Chief of Facilities and Operations, will be the Owner's Representative and will oversee and provide coordination for this Program. The Owner reserves the right to add, delete, and modify projects at any time during the course of the bond program, which may result in changes to staff and resources required.
- F. This RFQ, any addenda, which may be issued, responder's submissions and negotiated terms and conditions are to be incorporated into the contract by reference. The Owner reserves the right to accept or reject any or all responses. The Owner reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any submission in order to make the award of the contract in the best interests of the Owner
- G. The Owner reserves the right, before awarding the contract, to require responders to submit additional evidence of qualifications or any other information the Owner may deem necessary. Also, prior to the Board approval, the Owner reserves the right to cancel the RFQ or portions therein, without penalty.
- H. The Owner reserves the right to negotiate terms and conditions including scope, staffing levels, and fees, with the highest-ranked responder. If agreement cannot be reached with the highest-ranked responder, the Owner will terminate negotiations in writing and reserves the right to negotiate with the next highest-ranked responder and so on until agreement is reached. When agreement is reached, the Owner will submit its recommendation to the School Board for approval and award of contract.

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## II. Schedule of Events

In order to meet the district's schedule, it is extremely important that requests for clarification or additional information be submitted in writing no later than **October 27, 2023, by 5 P.M. CST**. Questions submitted after this date may not elicit a response. All requests for clarification should be made in writing at <https://midlandisd.ionwave.net/CurrentSourcingEvents.aspx>.

The following Schedule of Events represents the district's estimate of the timetable that will be followed in connection with this solicitation.

Event	Date
Release Request for Proposal	October 13, 2023 and October 20, 2023
Preproposal Meeting	October 24, 2023, at 2 P.M. CST 615 W. Missouri, Midland, TX 79701 1st Floor, Conference Room 101
Deadline for Questions and/or Comments	October 27, 2023, by 5 P.M. CST
Deadline for Response to Questions	October 30, 2023
Proposal Due Date	November 3, 2023
Evaluations	November 3 – 7, 2023
Interviews	TBD
Estimated Board Approval	November 2023

The district reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the district will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendment to this RFP will only be issued and posted on the Districts Website at: <https://midlandisd.ionwave.net/CurrentSourcingEvents.aspx>

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### **III. Proposal Format and Required Submissions**

1. Interested parties are asked to submit their proposal via the MISD electronic bidding system at <https://midlandisd.ionwave.net/Login.aspx>. Please follow the format below:
2. Use fonts no smaller than Times New Roman, 10 point. Maximum length, including the title page, the entire proposal, and appendices, should not exceed 25 pages but may be required in some instances.
3. All pages must be numbered.
4. Major sections must have page breaks between them and the following sections.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.

**In addition, the District requires that all proposals contain the following:**

6. Title Page – Clearly label with the RFQ number, RFQ title, Offeror’s name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
7. Table of Contents – Identify the page location of each major section.
8. Introduction – Provide a brief narrative of the background and general qualifications of the Offeror, including any experience with services/products similar in scope and/or size to those requested in this RFQ. The respondent shall also identify how it will meet the evaluation criteria and respond to the scope of service and any relevant information to demonstrate qualification of the project.
9. Offeror’s Proposal – Include all pages from this Request for Qualifications in addition to any other materials submitted by the Offeror. State in succinct terms the Offeror’s understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within Scope of Work.
10. Contract Clauses and Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending civil or criminal litigation involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.

11. Client list – include points of contact and relevant information from three or more organizations that have used your company for similar products/services within the last three years.

A. Respondent Project Experience

1. Program Management Examples: Identify three (3) Program Management *Programs* for which the respondent provided, or is providing professional services, which are most related to this project. List the *programs* in order of priority, with the most relevant *program* listed first. Provide the following information for each *program* listed: (*Programs* listed are to be for Public Schools, and shall be as recent as possible).

- a. Total program costs
- b. Program size in gross square feet
- c. Type of construction (new, renovation, or expansion)
- d. Detailed description of professional services the respondent provided for the program.
- e. Client/Owner contact information: Name, title, email address, phone number.

2. Recent Public School Bond Program Examples: In addition to above, provide a list of Respondent's past experience with Public School Bond Program projects during the last three (3) years.

- a. Bond Program and Project Name
- b. Owner Contact
- c. Description of Program and/or Projects
- d. Delivery Method
- e. Start and Completion Dates
- f. Role on the Project
- g. Budget and Final Cost
- h. Cost Overrun or Savings Amount
- i. Brief Project Description

12. Response must demonstrate your comprehension of the objectives and services from the RFQ. Do not merely duplicate the Scope of Work as presented within this RFQ.

A. Project Management Understanding and Approach

1. Describe your cost control methods for the design and construction phases. How do you develop cost estimates, how often are they updated, and what steps are taken to realign costs?
2. Provide a project understanding and approach directly related to the scope of work herein and the community of Midland ISD.
3. The Owner requires a firm with *in-house* architecture and engineering expertise to verify the work of the Owner's consultants. Describe the respondent's process of reviewing design drawings, shop drawings, submittals, etc.
4. Describe your firm's experience in developing project specifications in CSI format for educational clients.
5. Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner's project schedule. For any combination of three (3) or more projects, provide examples of how work schedules and reporting was managed.
6. Describe how your firm manages dispute resolution and claims avoidance services.
7. Describe your proposed approach to managing the program expertly and efficiently, including team participation. Describe what approach you will take to integrate the Commissioning Process with the Commissioning Provider into the normal design and construction process to make it "business as usual."
8. Describe the process of construction observation and inspections, the frequency of field trips recommended, reporting procedures, and steps taken to confirm corrective measures are taken to ensure the construction is in compliance with the construction documents.
9. Describe what you will do to foster teamwork and cooperation from contractors and designers and what you will do to minimize adversarial relationships.
10. Describe your firm communication process to keep all stakeholders, contractors, architects, vendors, etc. informed during all phases of the project.

13. Appendices – include any additional information that the Offeror deems important to the decision process but that is not specified elsewhere in the RFQ.

14. Identify by name and title the individual responsible for the administration of the project. (That is, the individual who is responsible for overseeing the contract, not a firm's contract negotiator, etc.

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15. Identify the project organization and staffing. An organizational project chart is to be provided, along with resumes of the personnel assigned to the project. You must include the license number(s) of the architecture/engineering firm/individuals and years of experience of the personnel that will be assigned to this project. Level of staff for work to be performed under this contract (list their credentials and education). Proposals must describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to this RFQ. A response prepared specifically for this RFQ is required. Marketing resumes often include non-relevant information that may detract from the evaluation of a proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the requirements of this RFQ.

A. Proposed Team

1. Recognizing that the Owner may elect to deviate from the requested scope of services through negotiation and at the time of contracting, describe the Program Team proposed for this Assignment. (Include an explicit description of the Program Management group, and indicate which personnel, if any, will be Professional Engineers, Registered Architects, Project Management Professionals (PMP or PMI member), Commissioning Agent (CxA) registered in Texas and include professional license numbers.) Identify key personnel and the background and qualifications that relate to the services requested in this RFQ.
2. Provide an organization chart of the project team identifying the role of each team member.
3. Provide resumes for the project team indicating:
  - b. Credentials (AIA, LEED, PMP, CxA, PE, etc.)
  - c. Registrations
  - d. Background (Overview of employee)
  - e. Education
  - f. Project experience (Client, scope of work and role)
4. The overall Program team must be capable of performing all tasks and have specific experience in all related areas. Describe the job duties (what tasks will the position perform), by position, required for successful program management for your proposed project team, which shall include but not necessarily be limited to:
  - g. Project Leader
  - h. Project Manager(s)
  - i. Project Engineer(s)
  - j. QC Managers
  - k. Scheduler(s)
  - l. Estimator(s)
  - m. Construction Observation/Inspectors

16. A list of references that can be contacted to discuss the performance on similar work. If available, provide a sample of comparable data your firm has generated for a similar project. References that are not relevant to RFQ should not be included. Therefore, the References provided should be directly related to the requirements in the SOW. The District is particularly interested in districts references. The District may obtain other information by sending out questionnaires and/or through other sources. References other than those identified by the Offeror may be contacted by the District with the information received used in the evaluation. The Offeror shall provide references from at least three contracts, within the last three years that are similar in size, scope and complexity. Name of contact, school district, phone number and **email address**. This information must be included.

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

18. In the last ten (10) years, has an insurance company refused to provide your firm with a quote for professional liability insurance?

19. Is your company currently in default on any loan contract or financing agreement with any bank, financial institution, or entity? If yes, specify the date (s), details, circumstances, and prospects for resolution.

20. Does any relationship exist, whether by relative, business associate, capital funding agreement, or other such kinship exist, between your company and any Owner employee? If yes, please explain.

21. Additional Information. Offerors are asked not to include loose brochures (e.g. general marketing material). Brochure material will not be considered for review. Only pertinent information should be submitted.

22. In addition to submitting online by the due date, send one (5) hard copy to 615 W. Missouri Ave, Midland, TX 79701, 7<sup>th</sup> Floor Ste. 707. Attention: Purchasing Office

#### **IV. Definitions**

A. **Design Team:** A team comprised of the Owner representatives, Program Manager (PM), architects, engineers, and others to ensure optimal functionality, and aesthetic design of new and renovated facilities.

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

C. **Program Management Services:** Management and services (administration) to implement and

execute a capital improvement program, as provided by a professional engineering or architectural consulting firm selected by the Owner. This is distinct from

D. *Project* management, which refers to a particular project within an overall program of multiple projects. Owner prefers to have the selected PM) include licensed Architects and/or Engineers, or degree in similar fields. The selected PM will be expected to provide professional recommendations to the documents and the projects in general.

E. **RFI**: Request for Information.

F. **RFQ**: Request for Qualifications

G. **SOQ**: Statements of Qualifications.

## **V. General Intent/Scope of Services**

### A. General

1. The Owner anticipates use of numerous services available from PM firms. The specific services required have not been fully determined. Accordingly, the paragraphs within section V General Intent/Scope of Services outline a general scope only for the purpose of organizing responses to this RFQ and shall be subject to negotiation with the highest ranked firm. The executed contract between the Owner and the PM will define the specific services to be performed.

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

3. The Program Manager shall provide a Program Management team, with appropriate administrative support during the entirety of the program. Membership of this team shall be stable, and any proposed personnel changes must be approved in advance by the Owner Representative. Additionally, one member of the Program Management team must be dedicated solely to the Owner during the term of the Agreement.

### B. External Communication

1. The Program Manager shall, as directed by the Owner Representative, make presentations to and answer questions from project stakeholders including Owner, the City, and the State of Texas. Stakeholders will include a Bond Advisory Committee which will meet at least quarterly.

C. The Program Manager will assist with information for an Owner's Bond Program web site for informing the public on project specific progress/status. The Owner Representative shall approve of

the design and information before it is made available to the public and internal communication

1. The Program Manager shall put in place a system of at least bi-weekly updates and reporting to the Owner Representative. The purpose of this protocol is to keep the Owner Representatives abreast of the Program, particularly involving issues requiring immediate attention.
2. For all construction-related meetings, the Program Manager will prepare, or cause others to prepare and distribute meeting notes (minutes) and ensure coordination of issues raised during the meetings with responsible project stakeholders. This will include Progress meetings, which the Program Manager will chair. Meeting notes (minutes) will be issued to all parties concerned no later than three (3) working days following the date of the meeting.
3. The Program Manager shall prepare a monthly Project Report in a single volume to include the following information for each project: Executive Summary Narrative; Executive Summary Cost Report; Master Schedule; Scheduling of Intermittent Moves of Existing Functions; Summary of Equipment Planning and Procurement. The Project Specific Report shall include a Summary Report; Progress Report; and the presentation of post-construction maintenance schedules and procedures. The Program Manager shall participate in update meetings with Owner and stakeholder groups as directed by the Owner Representative.

#### D. Schedule Control

1. The Program Manager will create and maintain a Master Schedule and will routinely update key project activities and milestones in that Schedule. These updates shall include all adjustments to be made to the project cost control and resource management systems. The Program Manager will analyze and report to the Owner Representative on all schedules submitted by the Owner, the Design Team, the General Contractor (and/or Construction Manager at Risk), and other contractors.
2. The Program Manager will provide the Owner Representative with monthly budget, cost, and business reports for the project, forecasting problems and providing recommendations for remedial action.

E. Change Control

1. The Program Manager will establish and maintain a project Change Control System that will provide for the management, tracking, and documentation of all changes to the projects. The design of the Change Control System must be approved by the Owner Representative, and will be changed, if necessary, at the discretion of the Owner Representative.
2. The Program Manager will review, analyze, and make recommendations regarding cost, schedule, and quality impacts of all changes in scope submitted for consideration by the Owner or his representative, by the Design Team or by contractors. The Program Manager will analyze and negotiate both the scope and costs of all changes for Owner Representative approval, and monthly will report to the Owner Representative on the impact of all changes on project cost, schedule, and quality.

F. Legal Services

1. It is not the Owner's intent that the Program Manager provide legal services for the program, but the Program Manager shall support Owner interests in his/her interaction with construction contractors and suppliers, design firms, and other third-party contractors.

G. Responsibilities by Project Phase

1. The information below has been provided as an elaboration/clarification of the responsibilities noted in the "General" section above. The selected respondent will provide services "from start to finish" for all phases of each project. The following phases have been identified:

- b. Planning and Program Implementation
- c. Design Review
- d. Contract Procurement
- e. Construction Management and Oversight
- f. Occupancy/Post-Occupancy

2. Responsibilities shall include, but not be limited to, the specific examples cited below.

b. Planning and Program Implementation

- 1) Assist Owner in refining/defining individual Bond Program projects including scope, budgets and schedules.
- 2) Assist Owner in determining project delivery methods.
- 3) Assist Owner in selecting, contracting and organizing Bond Program Project Teams.
- 4) Review program schedules developed to date. Develop and maintain a comprehensive Master Program Schedule to include all organization, design, preconstruction, construction

and post occupancy services. This will be a comprehensive schedule reflecting all significant activities required to deliver the project through occupancy and post occupancy.

- 5) In conjunction with the Owner, develop the Design/Engineering review phase procedures and report formats.
- 6) Working with the A/E's and Owner, develop a system to integrate warranty procedures.
- 7) Implement and maintain document control and record-keeping systems.
- 8) Provide an organizational plan and responsibility matrix for the management and control of this program, including the activities of the Owner, Project Delivery Team members and others pertinent to the process of project development. This includes assessment of project phasing, financing considerations, alternative delivery methods, bidding and contracting strategy, etc. to provide for the most efficient approach for delivering the projects.
- 9) Review project budgets developed to date. Refine and develop a detailed preliminary Master Project Budget for the projects. The Master Project Budget is intended to capture all costs of the project, serve as a reporting tool and enable control of all project costs. This Master Project Budget will become the base project cost model. Actual project cost control will be coordinated with Owner Finance/Business department for the optimum approach, to include cash flow projections. Program Manager will maintain data on approved budget changes, commitments, expenditures to date and remaining budget amounts in a format consistent with Owner requirements.

a. Design Review

- 1) Review, in detail, all drawings and specifications to ensure compliance with applicable Requirements and Construction Standards.
- 2) Process and carefully review in conjunction with the Design Team all submittals, product samples, shop drawings, requests for information and clarifications.
- 3) Perform quality design review, at established submission milestones, of the drawings and specifications in concert with the Owner's team when requested by the Owner.
- 4) Provide oversight of the design teams, as directed by the Owner's representative, including coordination of interfaces with Owner's personnel. The nature of this oversight is to make certain that budget, schedule, and document coordination and quality are achieved; and that necessary integration with contractor processes occurs in a high-value manner. If requested by Owner, assist in negotiations of any proposed design services contracts.
- 5) When design or programmatic changes are made and approved by the Owner, any deviations from the quality specifications contained in the Owner's Technical Specifications and Construction Standards document will be conspicuously noted.

b. Contract Procurement

- 1) Assist the Owner in selection of Design Professionals by preparing and transmitting requests for qualifications (RFQ's), assisting in the review and ranking of written proposals, participating in interviews, and making recommendations.
- 2) In collaboration with the Owner, counsel for the Owner, and the project Architects, propose procurement strategy and assist with process. Assist the Owner/Architect and Owner's counsel in preparing and placing notices and advertisements to solicit responses on the projects.
- 3) Participate in pre-bid/proposal and pre-construction meetings where the Commissioning Process requirements are reviewed, to assist the entire team, and consult with the Commissioning Provider.
- 4) Assist with the selection of the General Contractors required for project implementations, including but not limited to development of RFQ's, CSP's, analysis of proposals, managing the interview process and development of recommendations for selections in accordance with Owner's guidelines.
- 5) Assist the Architect in the delivery of Documents and addenda to the interested parties and attend pre-submission conferences.

c. Construction Management and Oversight.

- 1) Provide a program management team to administer contracts and ensure a safety program is in place from Contractor for all projects. Act as an agent and representative of the Owner, establish, and implement coordination procedures among Owner, Architects, Contractors and Program Managers.
- 2) Coordinate reviews whereby personnel review submittals for compliance with standards, laws, regulations, rules and other legal requirements.
- 3) Monitor pay applications, submittals, costs, and receipts and ensure compliance of such with the Contract Documents and Owner's standards; provide updates to the Owner regarding same.
- 4) Coordinate closely with Inspection activities to ensure that submittals correspond to Owner standards, and that delivered equipment and materials correspond with submittals and Owner Standards.
- 5) For each project, coordinate pre-construction kick-off meetings with the Owner Representative, the Architect, the construction contractor, and all other key members of the Project Delivery Team. Establish lines of communication and construction administration procedures such as for the processing of Submittals, Shop Drawings, Requests for Information (RFIs), Change Requests, etc. Prepare a project procedure manual relative to handling all project documentation in concert with the Architect's current forms and processes.
- 6) Coordinate the review of submittals with the Architect/Engineers to ensure compliance with all

Requirements and Construction Standards. Coordinate substitution request dispute resolution and claims avoidance services.

- 7) Manage the Change Order tracking system: All proposed changes will be set forth in a request for proposal from the Architect, outlining in appropriate detail the change, and accompanied by technical drawings and specifications if necessary. The contractor will develop a detailed breakdown of estimated cost and time extension request. Program Manager will review and make recommendation to Owner. All change orders must have approval by the Owner's representative prior to execution. All approved change orders shall be logged. Where deemed necessary by the owner, provide lifecycle costing data to support changes.
- 8) Monitor Requests for Information (RFI's) to ensure timely responses by the architect/engineer and contractor. Identify potential liabilities in the RFIs, which could develop into future requests for change orders.
- 9) Review all applications for payment submitted, including applications from Architect/Engineers, construction contractors, vendors, etc. and provide recommendations for revisions and/or payment.
- 10) Ensure that operation manuals are assembled on an ongoing basis during construction to both facilitate training and are compiled into a final manual at completion of the project.
- 11) Manage and maintain all project documents and files and ensure as-built drawings are being kept current by contractor.
- 12) Attend weekly job meetings, and prepare, or cause others to prepare and distribute minutes to all attendees.
- 13) As a condition precedent to allowing any Contractor to proceed with any work on any Project, require that the Contractor provide proof of the existence of all worker's compensation and other insurance coverage, statutory performance bonds, and statutory payment bonds required by the Contract for construction, and shall verify that such insurance and bonds are in the amount and form required by the Contract Documents. The Program Manager shall maintain records of all required certificates of insurance and performance and payment bonds provided by the Contractors and shall forward copies to the Owner and Architect.

d. Occupancy/Post-Occupancy

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

- 5) Work with Commissioning Services provider.
  - 6) Verify that all warranties have been received and are properly executed by the Owner.
  - 7) Coordinate repair and monitoring of warranty work order requests during eleven-month warranty completion period.
- e. Required Deliverables may include but not limited to:
1. Electronic Document Controls program
  2. Master Project Schedule (critical path method)
  3. Master Project Scopes of Work
  4. Master Project Budget
  5. Internet Project Status reporting site
  6. Monthly and Periodic Executive Status Reports (for Board of Trustees) including budget allocation vs. remaining balance, project timelines, and overall Program progress
  7. Project Team Organization/Responsibility Matrix
  8. Communication flow diagram
  9. Meeting Agendas
  10. Minutes from Project Meetings within 3 days of meeting
  11. Action Logs
  12. Change Order Log
  13. Contracts for Owner/Architect, Owner/Construction Contractor and other contracts and documents
  14. Internet Project Status reporting site content (In conjunction with Owner)
  15. Construction Close-Out Documents Checklist
  16. Contract Close-out Documents Checklist
  17. Move-in/Move-out and Relocation Coordination Checklist
  18. Post-Occupancy Evaluation/Warranty Tracking
  19. Daily Weather Log for Bad Weather Days
  20. RFI Log
  21. Observation Reports
  22. Equipment Operations and Maintenance Manuals
  23. Complete sets of As-Built drawings for each project
  24. Tracking of Agency Approvals
  25. Cost Verification/Cost Estimating
  26. Cost Management and Submission Reviews for Compliance

## **VI. Term of Contract**

- G. A contract awarded in response to this RFQ will be for the entirety of the November 2023 Bond Project. The Owner has defined project completion dates for the anticipated work. Refer to section I INTRODUCTION for a list of anticipated projects and dates.

## **VII. Other Submission Requirements**

1. General Questionnaire
2. Vendor Forms found on the attachment tab of IONWave.
3. Acknowledgment – Non-Collision Statement: Complete and submit the Acknowledgement Form – Non-Collusion Statement.
4. Proof of insurability: Submit a letter from the insurance provider stating provider’s commitment to insure the respondent for the types of coverages. Please find form in the attachment tab of IONWave.
5. Insurance Requirements, if awarded a contract in response to this RFQ. Respondent shall also submit a copy of current insurance certificate.
6. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the submission. Submissions signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
7. Deviation Form

Respondents are expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein, and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE RESPONDENT’S SUBMISSION BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

## **VIII. Restriction on Communication**

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

**IX. Evaluation**

A. The Owner will comprehensively evaluate all submissions received in response to this RFQ. The Owner will have a selection committee that may include made up of Board and staff members to perform the evaluation.

B. Each submission will be analyzed to determine overall responsiveness to the RFQ and Respondent’s qualifications as presented in the Statement of Qualifications. The Owner anticipates selection from the Statement of Qualifications. However, the selection committee may select all, some or none of the Respondents for interviews. If the Owner elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The Owner may also request additional information from Respondents at any time prior to the final approval of a selected Respondent. The Owner reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent(s) is subject to the action of the Board of Trustees of the Owner.

C. The Owner reserves the right to conduct all research it deems necessary as part of its evaluation of respondents, including their proposed subcontractors, which may include inspection of respondents’ and subcontractors’ facilities and contacting their previous clients. The Owner will utilize the following criteria in the evaluation of responses:

EVALUATION FACTORS	POINTS
Relevant Experience with Public School Bond Programs of Respondent’s Team	20
Respondent’s PM Team and ability to provide consist resources throughout the duration of the Bond Program and Warranty Period	25
Understanding of Design and Construction within the Region of the Owner’s Bond Program and ability to assist Project Team in maintaining schedules and budgets of overall Bond Program	25
Respondent’s past relationship with the District	20
Respondent’s Architectural and Engineering Technical Ability	10

- D. Award of contract and reservation of rights:
- E. The form of contract will be provided to the highest ranked Respondent.
- F. The Contract, if awarded, will be awarded to the Respondent whose submission is deemed most advantageous to Owner, upon approval of the Owner's Board of Trustees.
- G. The Owner may accept any submission in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of Owner. However, final selection of a Respondent is subject to approval by the Owner's Board of Trustees.
- H. The Owner reserves the right to accept one or more submissions or reject any or all submissions received in response to this RFQ, and to waive informalities and irregularities in the submissions received. The Owner also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- I. This RFQ does not commit Owner to enter into a Contract, award any services related to this RFQ, nor does it obligate Owner to pay any costs incurred in preparation or submission of a submission or in anticipation of a contract.
- J. Conflicts of Interest. Respondent acknowledges that it is informed that Owner Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the Owner, shall file a completed conflict of interest questionnaire with the appropriate Owner records administrator not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the Owner; or (2) submits to the Owner an application, response to a request for qualifications, submissions or bids, correspondence, or another writing related to a potential agreement with the Owner. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Complete conflict of interest questionnaires may be mailed or delivered by hand to the Owner Administration Office. Please consult your own legal counsel if you have questions regarding the statute or form.
- K. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract shall be deemed to be independent contractor(s), responsible for their respective acts or omissions, and that Owner shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- L. Access and Audit Rights. Owner, or its authorized representative, shall be afforded unrestricted

access to and permitted to inspect and copy all the Program Manager's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector general of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

M. Criminal Background Checks. Respondent agrees to provide assurance that all employees and subcontractors of the Program Manager who have contact with students have passed a criminal history background check current within the last year.

*(Intentionally left Blank)*

## GENERAL QUESTIONNAIRE

(Restate each question as written & provide a response)

1. Company Information: Provide the following information regarding your company.

Name/Name of Agency/Company:

Address:

State: Zip Code: Telephone

No.: Fax No.:

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

Name:

Address:

State: Zip Code: Telephone

No.: Fax No.: Email:

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

Yes      No

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

Yes      No

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes    No

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

7. Has the Company or any of its principals ever had a bond or surety canceled or forfeited?

Yes    No

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

8. Bankruptcy Information. Has the Company or any of its principals ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes    No

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

9. Has your firm ever provided services for a school Owner and, when solicitations for services were requested for a contract re-compete, tendered a proposal or statement of qualifications but not successfully re-competed for services?

Yes    No

If yes, state the name of the Owner(s)

10. Has your firm ever had a contract with a school district that experienced any one of the following: 1.) Termination for any cause, 2.) allowed to lapse and no effort made to renew 3.) mediation, arbitration or litigation?

Yes    No

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

11. Has *any* work in the past ten (10) years where your Company has served as K-12 Program Manager resulted in a claim against the Owner by your firm or vendors (architect, engineer, contractor, subcontractor) managed by your firm?

Yes No

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

12. Provide an organization chart of the Company.

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

Yes No

14. Has your firm been involved in the District (Education foundation, committees, volunteer work)?

Yes No

15. For those projects your company references within your response to this RFQ, was the service provided as a Prime contract holder?

Yes No

If no, for those projects your company references within your response to the RFQ, state the name of the Owner(s) where you were not the prime contract holder and state the name of the Prime contract holder.

16. Has your Firm ever provided services to the Owner?

Yes No

If yes, please describe.

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

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

**ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT**

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

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Respondent (Signature): \_\_\_\_\_

Respondent (Print Name): \_\_\_\_\_

Position with Company: \_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Authorizing Submission: \_\_\_\_\_

Company Official (Print Name): \_\_\_\_\_

Official Position: \_\_\_\_\_

## INSURANCE REQUIREMENTS

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

**SIGNATURE PAGE AND DECLARATION OF COMPLIANCE**

Circle below to indicate the business structure of Respondent

Individual/Sole Proprietorship

Partnership

Corporation

Other Entity (State Type)

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

11-digit Comptroller’s Taxpayer Number Employer Identification Number: \_\_\_\_\_

Respondent Organization Name \_\_\_\_\_

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

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

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

By signing and executing this submission, I further certify on behalf of my organization and represent to the Owner that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN. § 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this submission; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipients decision, opinion, recommendation, vote or other exercise of discretion concerning this submission; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Owner concerning this submission on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this submission; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Owner in return for the person having exercised the person's official discretion, power or duty with respect to this submission; the Respondent certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Owner in connection with information regarding this submission, the submission of this submission, the award of this submission or the performance, delivery or sale pursuant to this submission.

## DEVIATION FORM

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

DEVIATION:

Company Name

Authorized Signature

## 5. Adjourn

\* Denotes an agenda item that correlates to the board goals.

*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.*

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on \_\_\_\_\_.