



## School Board Agenda Item

**Subject:** Consultant Selection for District's Five Year Facilities Needs Assessment      **Item Number:** 10E

**Section:** Action      **Date:** December 10, 2012

**Cabinet Member:** Mr. Max Cleaver, Chief Auxiliary Services Officer

**Prepared by:** Mr. Max Cleaver, Chief Auxiliary Services Officer

**Presenter:** Mr. Max Cleaver, Chief Auxiliary Services Officer

**Recommendation:**

The administration recommends the Board's approval of the proposed ranking of professional firms and authorization for the Administration to begin contract negotiations with the top ranked firm for the preparation of a Five Year Facilities Needs Assessment.

**Agenda Item Overview:**

***Background:***

Undertaking and completing District's Five Year Facilities Needs Assessment is a 2012 Board of Trustees Superintendent Goal. A five year Facilities Needs Assessment will assist the District in identifying the status of its current schools and will help formulate a plan for the construction of new schools, school expansions, remodels, upgrades and retrofits.

A Request for Qualifications (RFQ) from qualified professional firms was solicited under RFQ No. 13-035ML. Five firms submitted their qualifications on November 13, 2012 including EMG, Jacobs Engineering Group, Inc., SHW Group, Parsons Environment and Infrastructure Group, Inc., and PBK Architects. The firms were evaluated and scored based on the criteria published in the RFQ document.

SHW Group and Jacobs Engineering Group, Inc. received the highest overall scores and were asked to provide a presentation to the evaluation committee on December 7, 2012.

Texas Government Code 2254.004 requires that in procuring architectural or engineering services that the district shall first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and, then attempt to negotiate with the provider a contract at a fair and reasonable price.



Following the Board's approval of the ranking of firms, the district shall attempt to negotiate a contract with the highest ranked firm for presentation and approval at the January 7, 2013 meeting.

**Supporting Documentation:**

1. Bid Folder (3 pages)

**Legal Review:** Ms. Cynthia Rincon, FBISD General Counsel

**Board Policy Reference :** Board Policy CV (Legal)

**Budget Impact:** 2007 Bond Contingency

**Strategic Plan Reference:** Goal 6: FBISD will provide facilities and transportation services that address enrollment and capacity needs in a manner that is fiscally responsible.



RFQ Folder Memo

Re: RFQ -13-035ML – Five (5) Year Capital Improvement Plan

The Qualification was advertised on: 10/25/2012 and 11/01/2012  
 Qualifications were received and opened on 11/13/2012 @ 11:00AM CST

An Evaluation Committee met on Monday November 26, 2012 at 12:30PM CST

Members included: Construction and Design Dept. Staff: Dean Lanuke, Chief Financial Officer Tracy Hoke, Chief Auxiliary Services Officer Max Cleaver and Executive Director of Facilities and School Services Alan Bassham

Non Evaluating Members:

Purchasing Dept Staff: Michele Leach, Director of Purchasing and Material Management  
 Planning & Demographics: Justin Silhavy

**Second Round interviews** were held on Friday, December 7, 2012 at 10:00AM CST with the two top ranked vendors: SHW Group and Jacobs Engineering Group, Inc.

Members included: Construction and Design Dept. Staff: Dean Lanuke, Chief Financial Officer Tracy Hoke, Chief Auxiliary Services Officer Max Cleaver and Executive Director of Facilities and School Services Alan Bassham

Non Evaluating Members:

Purchasing Dept Staff: Michele Leach, Director of Purchasing and Material Management

The evaluation for 1<sup>st</sup> and 2<sup>nd</sup> round was based on the following criteria:

Evaluation Criteria		Point System
1	Firm's approach in assisting the District with preparation of 5 year CIP	35 points
2	Firm's understanding of various school facilities	30 points
3	Samples of similar capital improvement plans	15 points
4	Resumes of staff to be assigned to FBISD project	15 points
5.	Past experience with FBISD and/or other school districts	5 points
	<b>TOTAL</b>	<b>100 points</b>

It is the recommendation of the Evaluation Committee to approve the ranking of vendors from round 2 and to respectfully request that the Chief Auxiliary Services Officer begin negotiations with the top ranked vendor from Round 2: Jacobs Engineering Group, Inc.

Other Supporting Information

Sole Source	No
Number of vendors contacted by Purchasing	25
Number of vendors contacted by FBISD Notification System	2083
Number of vendors who downloaded the solicitation	275
Number of responses received	5
Number of "No Bid" responses received	0

Round 1 Evaluation

Vendor	Firm's experience in providing services to the District with participation of the District (0-5 Points, Max)	Firm's understanding of the District's needs and goals (0-5 Points, Max)	Sample of similar Capital Improvement projects completed in the last 10 years (0-5 Points, Max)	Resumes of staff to be assigned to EBSD project (5 Points, Max)	Performance with EBSD Schools and facilities (5 Points, Max)	Total Score	Firm Ranking Order
SHW Group	31.5	28.75	13.5	13.25	4.75	91.75	1
Jacobs Engineering	31.25	27	14.5	13.75	3.75	90.25	2
Parsons	28	25.75	12.75	9.75	4.25	80.5	3
EMG	29.5	24	9.75	12.75	2.75	78.75	4
PBK	29.25	20.75	9.75	12.25	4.5	76.5	5

Round 2 Evaluation - Interviews

Vendor	Firm's experience in providing services to the District with participation of the District (0-5 Points, Max)	Firm's understanding of the District's needs and goals (0-5 Points, Max)	Sample of similar Capital Improvement projects completed in the last 10 years (0-5 Points, Max)	Resumes of staff to be assigned to EBSD project (5 Points, Max)	Performance with EBSD Schools and facilities (5 Points, Max)	Total Score	Firm Ranking Order
Jacobs Engineering	32.75	27.25	15	13.75	5	93.75	1
SWW Group	31.5	28.75	13.5	14.5	4.75	93	2



## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Services ("Agreement") is entered into as of January 22, 2013 between the **Fort Bend Independent School District** (hereinafter "**FBISD**") and **Jacobs Project Management Co.**, 911 Central Parkway North, Suite 425, San Antonio, Texas 78232 (hereinafter "**Consultant**"). FBISD and Consultant may be referred to singularly as a "Party" and collectively as the "Parties."

1. **TERM:** The term of this Agreement ("Term") will begin on January 22, 2013 and end on December 31, 2015, unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the Parties.
2. **SERVICES:** FBISD agrees to contract with the Consultant for the following services and the Consultant agrees to perform such services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality, in a manner satisfactory to FBISD: ("Services").

Facilities Condition Assessment of 76 FBISD schools and 15 FBISD support facilities, in accordance with the scope of work and terms contained in Exhibit F.

In the event of any inconsistency between Exhibit A and this Agreement, this Agreement shall prevail.

3. **INCORPORATED DOCUMENTS:** FBISD and the Consultant mutually agree that the following documents are incorporated into and made a part of this Agreement by reference:
  - Exhibit A: Consultant's Insurance Coverage
  - Exhibit B: Consultant's Criminal History Certification
  - Exhibit C: Conflict of Interest Questionnaire
  - Exhibit D: Felony Conviction Notice
  - Exhibit F: Scope of Work; Fee Proposal; Proposed Schedule; Fee Development Assumptions; and List of FBISD Facilities

It is expressly agreed and understood by the parties that the incorporation of Exhibit F above shall not include, and shall specifically exclude any terms or conditions contained in such Exhibits that conflict with the terms or conditions contained in this Agreement or any other Exhibits issued by FBISD. In particular, but without limitation, any terms that purport to expand FBISD's liability to Consultant or that limit or waive Consultant's liability to FBISD shall have no effect or enforceability.

4. **COMPENSATION:**

This is a lump sum contract. FBISD will pay Consultant the amount of **\$1,726,514 (One Million, Seven Hundred Twenty-Six Thousand, Five Hundred and Fourteen Dollars)**.

5. **PAYMENT TERMS:** Payment to Consultant shall be made only after services are performed and not before. Advance payment to Consultant is strictly prohibited. Consultant shall submit detailed monthly invoices to FBISD describing the Services rendered, the times when such

Services were performed, compensable expenses and the amount due. FBISD will pay undisputed amounts within thirty (30) days of receiving invoices, and payment may not be deemed overdue until the 31<sup>st</sup> day after the later of: (1) the date the services are performed under this Agreement or (2) the date FBISD receives an invoice. Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

FBISD will reimburse Consultant only for those reasonable travel and miscellaneous expenses incurred as a result of an explicit request by FBISD in rendering the Services. Expenses will be reimbursed in a timely manner upon presentation by Consultant of an invoice with supporting receipts. Business mileage will be reimbursed at the current IRS-approved mileage rate. All reimbursable travel and expenses by Consultant, if any, must be approved in advance by FBISD.

6. **CONSULTANT'S STATUS AND RESPONSIBILITIES:** In performing the Services, Consultant will be deemed an independent consultant and not FBISD's agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the Parties. As an independent consultant, Consultant will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation and personal incidentals necessary in the performance of the Services. Consultant shall be responsible for any and all applicable social security and personal income taxes which may become due as a result of any payments made by FBISD hereunder and Consultant shall indemnify and hold FBISD harmless in this regard. Before invoicing FBISD for Services, Consultant will complete and submit an Internal Revenue Service ("IRS") Form W-9. Consultant shall perform the Services in strict accordance with this Agreement and in accordance with the standard of care ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
7. **INTELLECTUAL PROPERTY:** Consultant represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.
8. **OWNERSHIP OF WORK PRODUCT:** All work product, including any concepts, products, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Consultant in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of FBISD. Consultant shall deliver all such materials to FBISD upon completion, termination or cancellation of this Agreement. Any programs, data or other materials furnished by FBISD for use by Consultant in connection with the Services performed under this Agreement will remain FBISD's property.

FBISD agrees, to the fullest extent permitted by law, release the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Work Product by FBISD or any person or entity that acquires or obtains the Work Product by FBISD or any person or entity that acquires or obtains the Work Product from or through FBISD without the written authorization of the Consultant.

Upon execution of this Agreement, the Consultant grants to the Owner a perpetual nonexclusive license to reproduce the Consultant's Instruments of Service, which can be used by the Owner for the purposes of constructing, using, occupying, maintaining, completing, altering and/or adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's sub consultants consistent with this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use or misuse by the Owner of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's sub consultants.

9. **INDEMNITY:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless FBISD and each of its trustees and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for bodily injury or third-party property damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligent acts, errors, or omissions, or willful misconduct by Consultant, its employees, consultants or subconsultant.

The total aggregate liability of the Consultant arising out of the performance or breach of this Agreement shall not exceed one hundred percent (100%) of all compensation paid to the Consultant under this Agreement, plus reasonable attorneys fees and expenses, if applicable as provided in Article 34 below. Notwithstanding any other provision of this Agreement, the Consultant shall have no liability to the FBISD for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article 9 shall apply regardless of the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of Engineer, its employees or subconsultants. The parties agree that the limitations and exclusions of liability set forth herein shall not be interpreted as a form of indemnification.

10. **INSURANCE:** Consultant shall comply with all of FBISD's insurance requirements, as reflected in the attached document entitled Fort Bend I.S.D. Insurance Requirements, attached as Exhibit A and incorporated by reference herein. Consultant shall provide Certificates of Insurance evidencing the Insurance Requirements prior to performing any Services.
11. **INSPECTION AND ACCEPTANCE OF SERVICE:** FBISD reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, FBISD may (i) require Consultant to perform the Services again in conformity with such requirements, with no additional charge to FBISD; or (ii) equitably reduce payment due Consultant to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to FBISD in this Agreement or otherwise available at law.

Following completion of its Services and for a period of twelve (12) months thereafter, If the Services provided hereunder do not conform to the standard of care as set out in Section 2 of this Agreement and same is reported to the Consultant by FBISD in writing promptly after recognition thereof, Consultant shall, at no cost to FBISD, and at the option of FBISD, furnish all remedial consulting Services required in connection therewith as soon as reasonably possible after receipt of such report from FBISD; and Consultant shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced standard of care.

12. **COMPLIANCE:** Consultant agrees to abide by all local ordinances and state and federal laws, including but not limited to, the Americans with Disabilities Act; Section 504 of the 1973 Rehabilitation Act; Executive Orders 11246 and 11375 regarding Equal Employment Opportunity, as supplemented in Department of Labor Regulations; the Family Educational Rights & Privacy Act; and Title IX of the Education Amendments of 1972.
13. **CONFIDENTIALITY; DATA PROTECTION:** Consultant and each of the Consultant's employees must agree to abide by the confidentiality provisions surrounding the use and dissemination of student educational records and information as contained in the federal *Family Educational Rights & Privacy Act (FERPA)*. Consultant also agrees that he/she may be held professionally and personally liable for violation of this Act. Subject to the Texas Public

- Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval. As applicable, Consultant shall maintain and process all information it receives in compliance with all applicable data protection/privacy laws and regulations and FBISD policies.
14. **PUBLICITY:** Consultant shall not use FBISD's name, logo or other likeness in any press release, marketing material or other announcement without FBISD's prior written approval.
  15. **SUBCONSULTANTS:** If Consultant is permitted to subcontract any of the Services, Consultant shall require that each subconsultant comply with all provisions of this Agreement. Consultant will remain liable for the negligent acts and omissions of such subconsultant(s) and the proper performance and delivery of the Services.
  16. **AUDIT:** Execution of this Agreement constitutes Consultant's acceptance of the authority of FBISD's internal and external auditors, the Texas Education Agency, the Comptroller General of the United States, or any of their duly authorized representatives (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Consultant agrees to cooperate with the Auditor conducting such audits or investigations and to provide the Auditor access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions. Consultant agrees to maintain all records pertinent to this Agreement for five years after FBISD has made final payment and all other pending matters related to this Agreement are closed. Such audit rights shall not extend to the cost components of any multipliers or markup percentages.
  17. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement. FBISD and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.
  18. **TERMINATION FOR CAUSE:** A Party will be in default of this Agreement if such Party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting Party. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement for cause as of the date specified in the notice, and may seek other relief as provided by law. In the event of termination prior to completion of the Agreement, the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed to the date of termination.
  19. **TERMINATION FOR CONVENIENCE:** FBISD may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Consultant. The Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid.
  20. **FORCE MAJEURE:** Either Party's failure to perform its obligations hereunder shall not be deemed a breach of this Agreement if such failure is due to fire, war, civil unrest, terrorist action, governmental regulations, acts of Nature, or other causes beyond the reasonable control of the Party claiming force majeure.
  21. **NOTICE:** Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as of the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, or (iii) received by facsimile.

**To Fort Bend ISD**

Dept Name: Design and Construction

Attn: Director

Address: 2323 Texas Parkway  
Missouri City, TX 77489

With a copy to:

Legal Department  
16431 Lexington Blvd.  
Sugar Land, TX 77479

**To Consultant**

**JACOBS PROJECT MANAGEMENT Co.**

Attn: **CASEY MORRIS**

Address: **911 CENTRAL PARKWAY  
SAN ANTONIO, TX 78232**

With a copy to:

**LEGAL DEPT- JACOBS**

Attn: **GREG DIRKBY**

Address: **777 MAIN STREET  
FORT WORTH, TX 76102**


22. **FUNDING CONTINGENCY:** Notwithstanding any contrary provision of this Agreement, each payment obligation of FBISD created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. If such funds are not allocated and available, this Agreement may be terminated by FBISD at the end of the period for which funds are available. FBISD shall notify Consultant at the earliest possible time before such termination. No penalty shall accrue to FBISD in the event this provision is exercised, and FBISD shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit FBISD to terminate this Agreement in order to purchase similar services from another party.
23. **CONSULTANT REPRESENTATIONS:** If Consultant is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Consultant is authorized to do so.
24. **CONSULTANT CERTIFICATION:** Consultant shall complete the "Consultant Certification" regarding the criminal history of covered employees, attached as Exhibit B and incorporated by reference herein. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement.
25. **CONFLICT OF INTEREST DISCLOSURE:** Prior to and as a condition of doing business with FBISD, Consultant shall complete a Conflict of Interest Disclosure Form, attached hereto as Exhibit C and incorporated by reference herein, and shall disclose any business relationship, past or present, with a sitting Board member or FBISD employee. Failure to disclose the existence of any such relationship may be grounds for termination of this Agreement.
26. **FELONY CONVICTION NOTICE:** Texas Education Code 44.034(a), Notification of Criminal History states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation. If notice is required of Consultant, then Consultant shall complete a Felony Certification Form, attached hereto as Exhibit D and incorporated by reference herein.

27. **NO WARRANTY OF COST ESTIMATES:** Any cost estimates provided by Consultant will be on a basis of experience and judgment. Since Consultant has no control over market conditions or bidding procedures, Consultant does not warrant that bids or ultimate construction costs for future construction projects will not vary from these cost estimates.
28. **WAIVER:** Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as a waiver of any subsequent breach.
29. **SURVIVAL:** Termination or expiration of this Agreement will not affect the Parties' rights or obligations that, by their nature and context, are intended to survive termination or expiration.
30. **ELECTRONIC DELIVERY:** Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.
31. **LIMITATIONS:** Terms and conditions of this Agreement will only be binding on FBISD to the extent permitted by the Constitution and laws of the State of Texas.
32. **GOVERNING LAW; VENUE:** This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the Parties consent to jurisdiction of the courts in Fort Bend County, Texas.
33. **MISCELLANEOUS:** This Agreement, together with any Attachment(s), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representations and understandings made by the Parties relating to such subject matter. This Agreement may not be amended or otherwise modified except by the written agreement of both Parties. Consultant may not assign this Agreement without FBISD's prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.
34. **ATTORNEYS FEES:** The prevailing party in any dispute arising under this Agreement shall be entitled to recover its reasonable and necessary attorneys' fees and litigation expenses from the non-prevailing party.


By signing below, Consultant certifies that he or she is not an employee of the District. This includes individuals that are not: (a) currently working due to the District's break/holiday for students and employees; (b) a substitute employee for the District; or (c) a business owned or operated by a District employee.

As the requestor for these contracted services, I understand and approve the terms of this contract, and assure that contracted services have not begun before a purchase order has been issued.

**FORT BEND INDEPENDENT SCHOOL DISTRICT**

By:   
 BOT President or Superintendent or Designee  
 Mike McKie

2/9/13  
 Date

**JACOBS PROJECT MANAGEMENT CO.**  
 By:   
 Douglas W. Hyde, PE  
 Vice President

1/29/13  
 Date

(Note: If the Consultant will earn \$50,000 or more during any twelve-month period, then this Contract must be approved by the Board of Trustees.)

**FBISD INTERNAL USE ONLY**

FBISD Project Manager (Signed as to Review only)

By: D. M. Basse Date: Feb 8, 2013

FBISD Director of Design and Construction (Signed as to Review only)

By: [Signature] Date: 2/6/2013

FBISD Design and Construction Budget Associate  
(Activity codes and availability of funds verified)

By: Tracy Hoke Ginstung Date: 2/9/13

**DISTRIBUTION**

FBISD D & C Project File (Original)

FBISD Legal Counsel (Original)

FBISD Auxiliary Services

FBISD Purchasing

FBISD Project Manager

Consultant

Other:

Other:

**EXHIBIT A**

**FORT BEND ISD INSURANCE REQUIREMENTS**

*It is suggested that this Exhibit be provided to the Consultant's Insurance Provider*

Consultant shall not commence work until all required insurance coverage has been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurances on the current ACORD form shall be issued to the District showing all required insurance coverage.

<u>Insurance Required</u>	<u>Limit Required</u>
Automobile Liability insurance covering Any Auto	\$1,000,000 Combined Single Limit
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.	<p>\$1,000,000 Occurrence                      \$2,000,000 Aggregate                      \$1,000,000 Personal Injury                      \$ 500,000 Fire Damage                      \$ 5,000 Medical Payments</p> <p>Evidence of coverage must be shown on certificates of insurance.</p>
Professional Errors & Omissions Liability insurance required for all licensed or certified professionals, (e.g., all architects, and engineers)	<p>\$1,000,000 Occurrence                      \$2,000,000 Aggregate</p> <p>Higher limits shall be required for professional contract values exceeding \$100,000. These limits shall be agreed to in writing with the Owner prior to project commencement.</p> <p>Retroactive Date preceding date of contract must be shown in the Comments/Remarks Section of ACORD application.</p> <p>Professional Errors and Omissions Liability Insurance shall be maintained for three (3) years past substantial completion of construction contract. If coverage is cancelled or non-renewed prior to contract completion date, the Consultant shall purchase "Extended Reporting Period" coverage for a three (3) year period.</p>
Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.	Statutory Limits
Employers Liability insurance	\$1,000,000

**Insurance Conditions**

All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

**All certificates must include:**

1. The location or description and the bid number, CSP number or Purchase Order number;
2. A 60 day notice of cancellation of any non-renewal or cancellation to any of the policies.
3. "Additional Insured" on the Property, General Liability and Automobile Liability policies naming the District as an additional insured with respect to the negligence of the Consultant.
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation.

Consultant shall be responsible for payment of all deductibles; the District shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

Fort Bend Independent School District  
c/o Design and Construction Department  
Address: 2323 Texas Parkway  
Missouri City, TX 77489  
Attention: Director

EXHIBIT B

Consultant Certification

Definitions:

*Covered employees:* Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying criminal history:* Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

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On behalf of Jacobs Project Management Co., ("Consultant"), I certify that [check one]:

Consultant has no employees; Consultant provides services to the District as an individual and has or will have direct contact with students. Consultant certifies that Consultant does not have a disqualifying criminal history.

Or

None of Consultant's employees are *covered employees*, as defined above. If this box is checked, I further certify that Consultant has taken precautions or imposed conditions to ensure that Consultant's employees will not become *covered employees*. Consultant will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Consultant's employee are *covered employees*. If this box is checked, I further certify that:

1. Consultant has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Consultant receives information that a covered employee subsequently has a disqualifying criminal history, Consultant will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Consultant will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Consultant agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

EXHIBIT C

CONFLICT OF INTEREST QUESTIONNAIRE  
CIQ

FORM

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

If no conflict of interest, please check this box and sign below

OFFICE USE ONLY

Date Received

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

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

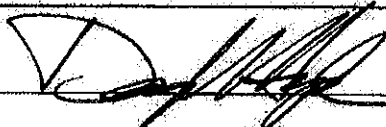
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.



Signature of person doing business with the governmental entity

Date

1/29/13

EXHIBIT D

FELONY CONVICTION NOTICE

I, the undersigned Consultant or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. The Consultant must complete the following information in accordance with state law.

Please sign only one:

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

Signature of Consultant NA Date \_\_\_\_\_

**\*\* See statement below**

OR

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

Signature of Consultant: [Signature] Date: 1/29/13

OR

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

Name of Felon(s): NA Date: \_\_\_\_\_  
(attach additional sheet if necessary)

Details NA of Conviction(s): \_\_\_\_\_  
(attach additional sheet if necessary)

Signature of Consultant: NA Date: \_\_\_\_\_

Jacobs Project Management Co. is a wholly owned subsidiary of Jacobs Engineering Group Inc which is a publicly-held corporation.

**EXHIBIT E**

**SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 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.

VENDOR'S NAME: Jacobs Project Management Co.

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

Date Signed: 1/29/13

Printed name of company official signing above: Douglas W. Hyde

## **EXHIBIT F** (Revised January 16, 2013)

### **Scope of Work, Fort Bend Independent School District Condition Assessment**

#### **Facility Condition Assessment**

Our participation and compensation are based on the following scope of services and conditions related to a facility condition assessment of approximately 11,191,672 square feet of facilities at 76 FBISD schools and 15 support facilities.

#### **1.0 Kick-off, Plan for Planning and Data Gathering**

Jacobs will mobilize the project team immediately following an official Notice to Proceed, assumed February 4th, 2013. Planning efforts include gathering relevant project data and information, and finalizing the assessment approach and schedules. Jacobs will coordinate with Fort Bend Independent School District (FBISD) staff to create a site visit schedule and maximize incorporation of institutional knowledge into the assessment plan. During the planning phase, Jacobs will also deploy the M.A.P.P.S™ assessment and capital planning software for use in executing the assessment. This includes the establishment of the organization hierarchy and development of form packages for each facility to be assessed.

Jacobs will assist FBISD in assembling and organizing relevant data. This data may include previous studies, floor plans, available CAD documentation, maintenance records, educational specifications, school evacuation plans, and teacher rosters. Jacobs will review the data provided and, as appropriate, incorporate it into the M.A.P.P.S™ software that will serve as a starting point for this assessment.

#### **2.0 CAD Conversion and Space Inventory**

Jacobs will begin the CAD conversion and space inventory task by identifying sources for CAD floor plan drawings. These source plans will be used to recreate architectural floor plans depicting the location of architectural components such as walls, doors, and windows. The plans will be schematic in nature and verified during facility walk-throughs to identify where source plans significantly differ from actual conditions. Resulting mark-ups will be incorporated into the CAD file so that an accurate schematic reflection of the school's layout is captured. The plans will then be manipulated so that they can be linked to the M.A.P.P.S™ database where room inventories will be linked to the corresponding space in the plans allowing the CAD software to calculate the space size for storage in the assessment database. Likewise, information about the space such as room number and use will be conveyed to the drawing and displayed through specialized routines programmed into the M.A.P.P.S™ application. The end result of this effort will be a live link between the space information within the drawings and the data associated with the rooms themselves from which an inventory of space within the facilities can be produced.

The information obtained from the field verification and resulting space inventory calculations will be used during the Building Condition Assessment to refine areas for cost estimating. For this reason, Jacobs must complete this task before performing the condition assessments.

#### **3.0 Educational Framework**

The process of developing the educational framework involves incorporating a number of board policies into the overall plan for FBISD. It is anticipated that the educational framework will address possible grade configuration changes, alternative educational programs, target school size, class size reduction, use of temporary buildings, and other requirement issues as may be appropriate for the plan. Jacobs shall develop an approach to identify policy issues, quantify the impact these policy decisions might have on school facilities, and build consensus among teachers, administrators, students and parents on the preferred facility options. The resulting educational framework will set the structure for educational standards development and assessment.

As part of the educational framework development process, Jacobs will facilitate a forum on the vision of education within the district. This vision session will be aimed at identifying trends in education, new directions or changes in the curriculum approach at FBISD, and facility impacts of these potential changes. Possible topics include classrooms of the future, prototypical designs, grade configurations, special learning areas, and alternative organizational concepts.

#### **4.0 Educational Adequacy Assessment**

Jacobs will assess the Educational Adequacy of the facilities by comparing inventoried facility components to standards developed and adopted in cooperation through the SHW developed Ed Specs and FBISD leadership, as described in the paragraph below. Educational adequacy assessors will collect information on the instructional spaces and overall school attributes for comparison to the standards prepared with FBISD stakeholders. The items that are correctable within normal repairs or renovations will be incorporated into the condition assessment database with associated costs and will reflect additional requirements over and above what is discovered by the condition assessment staff.

##### Standards Development

A standards-based approach to the assessment will be followed to ensure objective and credible findings. These standards will include district input, the SHW Ed Specs, and TEA guidelines and requirements, and will take into consideration best practices from districts throughout the State of Texas. Jacobs will lead FBISD personnel in the development of educational adequacy standards to be incorporated into a comprehensive educational suitability assessment. These standards will include assessment components, priorities and weightings, square footage parameters, and a detailed quantification of elements of instructional spaces. The standards shall also include area programs and target enrollments for each school type. The educational analysis will measure the cost impact of standards modifications.

It is anticipated that various individuals and groups will be involved in the development of these standards and Jacobs shall prepare a plan to assemble a representative group of FBISD stakeholders with whom to conduct a series of work sessions to review and revise these standards. The component areas to be evaluated include:

- Capacity
- Support for Programs
- Technology
- Supervision
- Instructional Aids
- Physical Characteristics
- Learning Environment
- Relationship of Spaces

Jacobs will conduct two one-day work sessions to review and revise the standards.

#### **5.0 Building Condition Assessment**

Jacobs will perform a Building Condition Assessment of designated district facilities. These assessments will be conducted by as many as three teams with as many as three assessors per team; one assessor will focus on architectural systems, one will focus on electrical systems, and the other on mechanical and plumbing systems. Additionally, a civil/site assessor will focus on site items as required. The assessments will focus on building systems and identifying current and near-term deficiencies. In addition, the assessors will collect life-cycle data to project capital replacement requirements over the next 10 years.

Building Condition Assessment levels will be established for FBISD facilities based on the building date of construction provided by the District. For schools that have been constructed in 2008 or later, a life-cycle assessment is planned utilizing one building professional. For those facilities constructed in 2003 through 2007, an architect and mechanical professional will visit the facility to perform a life-cycle assessment and to gather additional relevant condition information from a cursory walk-through and interviews with school personnel. Lastly, those facilities constructed prior to 2003 will receive a comprehensive assessment where all disciplines including architectural, mechanical, plumbing, electrical and civil will be represented. The assessment level planned for each location is depicted in the included document.

Building Condition Assessment forms will be used to document both current deficiencies and life-cycle data at both site and building levels. Jacobs will coordinate with district personnel to obtain any existing assessment data prior to and immediately following field assessments. Jacobs will input deficiencies and life-cycle data identified by the assessment team into the M.A.P.P.S™ assessment and capital planning database. Jacobs will also prepare updated replacement and soft cost models for use in calculating the total deficiency budget and for calculating the Facility Condition Index (FCI) for each building and campus assessed.

## **6.0 Capital Facility Planning**

A long-range facilities capital plan will be developed including program recommendations, summaries of the assessment data and analysis, a master schedule, and a master budget for all projects escalated to their dates of construction. This long-range plan will be presented to the FBISD board at the November 2013 Board Meeting.

## **7.0 Meetings, Reporting and Software Training**

Upon completion of the assessment and the entry of assessment data in MAPPSTM, Jacobs will develop an overall analysis of FBISD facilities. It is anticipated that the analysis will include current deficiency costs for each building and campus, a 10-year life cycle capital renewal forecast, and a FCI for each facility. The facility condition data will be available via reports from the MAPPSTM database and a printed report for each school. A district wide summary will be developed for presentation to the administration and/or school board.

Jacobs will participate in meetings in support of FBISD to finalize the reports and data in preparation for reporting to stakeholders. Jacobs will attend three meetings to support the effort.

Jacobs will prepare a written facilities pre-bond plan that includes the results and findings from the assessment, as well as the capacity analysis for district enrollment growth. This plan will be a multi-year, prioritized plan of action that sets forth the timeline and cost for meeting FBISD facilities and capital improvement requirements. The plan's assessment of requirements and recommendations for action will be based on the combination of demographic analysis, enrollment projections, educational mission, and facility condition.

Jacob's MAPPSTM software application will be provided to FBISD following the completion of this study with a perpetual license for ongoing use, at no additional cost to FBISD. A two day training session for up to ten people will be conducted upon conclusion of the project. Follow-on technical support, training, RSMeans® cost updates, and maintenance may be provided at the districts option for an addition annual fee of \$15,470.00 per year according to the MAPPSTM Software License Agreement beginning one year after following the completion of the project.

### **Deliverables**

One hard-copy draft report per school, along with a district summary will be provided to FBISD, in addition to electronic copies. Per the schedule below, FBISD will have two weeks to review and comment on the draft report. Jacobs will then prepare a final report over a time period of one week. The final report will be presented at the November 2013 Board Meeting

The Jacob's MAPPSTM software and perpetual license for use and access will be delivered and training conducted following FBISD's acceptance of the final report.

All data compiled or contained in any format, whether hard-copy or electronic, shall be the property of FBISD.

### **Conditions**

The following conditions apply to our participation on this project:

1. FBISD will provide requested information and prior reports.
2. The project fee is built on labor required to assess and plan 11,191,672 square foot. If the square footage is increased or decreased significantly, the fee will be adjusted accordingly.
3. FBISD will provide access to all areas of the building for Jacobs to complete the survey during the scheduled survey times.
4. Jacobs will be allowed to complete the scope of services during normal business hours.
5. Jacobs will attempt to identify the conditions FBISD facilities through a visual inspection. Some conditions may exist that are beyond reasonable access for this type of investigation. FBISD acknowledges and agrees that Jacobs has no liability or responsibility related to any such undiscovered conditions that would require destructive testing or disruption of services to the building.

### **Schedule**

Jacobs is prepared to begin this project upon receipt of a signed standard Professional Services Agreement. The schedule included assumes a notice to proceed by February 4, 2013. Logistical arrangements will be scheduled for the assessors to access the buildings once notice of dates and times for the site visit have been coordinated with the designated FBISD project manager. The schedule assumes site visits for 11,191,672 square feet of facilities at 91 schools and support facility locations. Educational adequacy will be performed by five assessors over a period of seven weeks; building condition assessments will be carried out by three teams over a period of 11 weeks.



The fee proposed includes the perpetual license for access to and use of the Jacob's MAPPSTM software, plus the technical support of Jacobs' M.A.P.P.S™ software for one year following the completion of the project. Subsequent support of the software will be based on the M.A.P.P.S™ Software License Agreement.

The fee for Building Condition Assessment Effort was developed with specific levels of assessment assigned to facilities based on dates of construction. Schools constructed before 2003 will get a comprehensive assessment that will include educational adequacy, life cycle, as well as identification of current deficient conditions. Schools and facilities built between 2003 and 2008 will receive an educational adequacy assessment, life cycle assessment as well as a cursory review by an architect and mechanical building professional. Those schools built since 2008 will receive an educational adequacy assessment as well as a life cycle review performed by an architectural professional. The breakout by facility is depicted after the fee proposal.

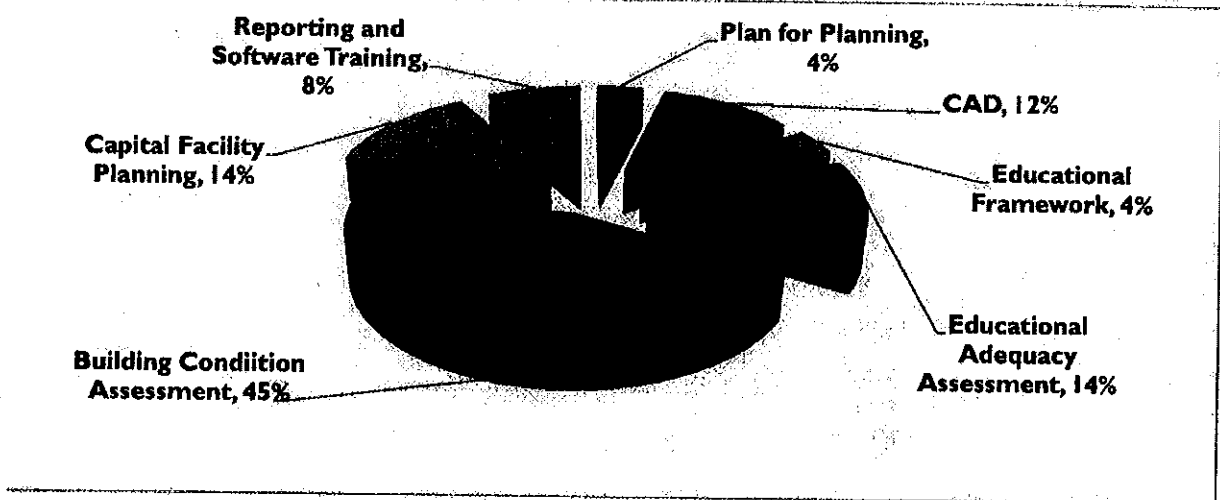
## Fort Bend ISD Fee Proposal

Estimated Number of Schools / Facilities 91  
 Estimated Total Square Feet 11,191,672

Activity	% of Total	Count	Total Fee
<b>Base Fee Proposal</b>			
1.0 Kick Off, Plan for Planning, Data Gathering	4%	282	\$ 50,930
2.0 CAD Conversion	12%	1,984	\$ 172,012
3.0 Educational Framework	4%	299	\$ 37,740
4.0 Educational Adequacy Assessments	14%	1,504	\$ 157,417
5.0 Building Condition Assessment	45%	4,648	\$ 474,045
6.0 Capital Facility Planning	14%	892	\$ 201,650
7.0 Meetings, Reporting, and Software Training	8%	854	\$ 118,048
<b>Total Proposed Fee for Base Services</b>			
	Cost per Foot	12.03 / sq ft	10,463
			\$ 1,145,242

### Optional Services Proposal

8.0 Community Engagement	1,448	\$ 274,072
<b>Total Proposed Fee for All Services</b>	11,911	\$ 1,419,314



			Ed Suit	Life Cycle	Arch/Mech Assessment	Comprehensive
High Schools	Year Built	Total SF				
Dulles High School	1962	368,790				
Tech Ed. DHS	1973	34,762				
Willowridge High School	1979	399,280				
Clements High School	1983	370,234				
Kempner High School	1988	329,345				
Elkins High School	1992	332,170				
Austin High School	1995	306,272				
Hightower High School	1998	344,620				
Bush High School	2001	359,477				
Marshall High School	2002	341,205				
Travis High School	2006	354,406				
Design & Construction Bldg.	2008	8,120				
Ridge Point High School	2010	352,245				

			Ed Suit	Life Cycle	Arch/Mech Assessment	Comprehensive
Middle Schools	Year Built	Total SF				
Dulles Middle School	1965	212,538				
Sugar Land Middle School	1975	183,939				
Quail Valley Middle School	1978	178,600				
First Colony Middle School	1985	167,633				
McAuliffe Middle School	1986	167,640				
Hodges Bend Middle School	1987	173,548				
Lake Olympia Middle School	1992	187,800				
Garcia Middle School	1995	204,000				
Sartartia Middle School	2001	213,100				
Fort Settlement MS	2001	213,100				
Baines Middle School	2006	213,100				
Crockett Middle School	2007	228,566				
Missouri City Middle School	2008	211,291				
Bowie Middle School	2011	209,869				

			Ed Suit	Life Cycle	Arch/Mech Assessment	Comprehensive
Elementary Schools	Year Built	Total SF				
Lakeview Elementary	1964	93,100				
Blue Ridge Elementary	1969	66,562				
Ridgemont Elementary	1973	78,048				
Meadows Elementary	1973	73,483				
Dulles Elementary	1976	91,585				
Briargate Elementary	1977	74,100				
Townwest Elementary	1978	73,160				
Lantern Lane Elementary	1979	74,700				
Ridgegate Elementary	1981	75,546				
Colony Bend Elementary	1981	72,750				
Mission Bend Elementary	1981	74,895				
Sugar Mill Elementary	1984	76,750				
Settlers Way Elementary	1984	76,665				
Palmer Elementary	1985	77,635				
Hunters Glen Elementary	1985	77,635				
Highlands Elementary	1986	75,747				
Mission Glen Elementary	1986	75,747				
Pecan Grove Elementary	1988	75,747				
Austin Parkway Elementary	1989	81,830				
Barrington Place Elementary	1990	81,830				
Colony Meadows Elementary	1991	81,830				
Mission West Elementary	1991	81,830				
Walker Station Elementary	1992	81,830				
Glover Elementary	1994	81,830				
Lexington Creek Elementary	1994	81,830				
Fleming Elementary	1994	81,000				

<b>Elementary Schools</b>	<b>Year Built</b>	<b>Total SF</b>	<b>Ed Suit</b>	<b>Life Cycle</b>	<b>Arch/Mech Assessment</b>	<b>Comprehensive</b>
Burton Elementary	1996	81,000				
Commonwealth Elementary	1997	81,000				
Brazos Bend Elementary	1997	81,000				
Sienna Crossing Elementary	1998	82,500				
Oyster Creek Elementary	1999	82,500				
Goodman Elementary	2000	82,500				
Drabek Elementary	2001	83,000				
Jordan Elementary	2002	83,000				
Scanlan Oaks Elementary	2004	83,606				
Holley Elementary	2005	83,606				
Oakland Elementary	2006	90,189				
Jones Elementary	2007	88,372				
Armstrong Elementary	2007	95,000				
Parks Elementary	2007	88,880				
Cornerstone Elementary	2007	90,189				
Quail Valley Elementary	2008	88,880				
Schiff Elementary	2008	90,189				
Seguin Elementary	2009	93,765				
Ridgemont Early Child Ctr.	2010	34,500				
Heritage Rose Elementary	2010	133,864				

			Ed Suit	Life Cycle	Arch/Mech Assessment	Comprehensive
<b>Other Schools</b>	Year Built	Total SF				
Progressive HS	1986	87,482				
M. R. Wood Alt.	2005	47,870				
Ferndell Henry Alt.	2010	70,000				
<b>Admin</b>	Year Built					
Athletic Complex	1977	47,195				
PFC Admin Annex	1980	54,316				
Transportation Center	1982	24,700				
Administration Bldg.	1985	75,485				
Ed Complex + Progressive	1986	87,482				
Warehouse Center	1987	72,320				
Administration Annex	1987	40,110				
Kempner Ag	1988	8,280				
Trammel Fresno Ag	1997	8,280				
Don Cook Natatorium	1998	39,471				
Transportation West	1998	23,600				
Hopson Field House	2003	57,842				
Hall Stadium	2003	16,584				
Warehouse Sugar Land		9,800				
Aquatic Practice Facility		-				

Fort Bend Independent  
School District (FBISD)  
RFQ Cover Sheet

Job No.:	<u>13-035ML</u>
Due Date:	<u>11/13/2012</u>
DUE NO LATER THAN 11:00 A.M. CST LATE SUBMISSIONS WILL NOT BE ACCEPTED	

**Request for Qualifications (RFQ) : 13-035ML  
FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN**

**PLEASE NOTE**

Carefully read entire document.  
Complete all forms and submit  
your response with all appropriate  
attachments.

Please submit your hard copy response in an  
envelope with Job No., description,  
and marked "STATEMENT OF  
QUALIFICATIONS".

**RETURN QUALIFICATION PACKET TO:**  
Attn: Ms. Michele Leach, RTSBA- Purchasing  
Fort Bend Independent School District  
555 Julie Rivers Drive  
Sugar Land, TX 77478

For additional information contact Michele Leach at (281) 634-1828 or by email at  
[michele.leach@fortbendisd.com](mailto:michele.leach@fortbendisd.com)

You must sign below in ink and all responses must be typewritten or written in ink

Company Name: \_\_\_\_\_

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

City, State, & Zip \_\_\_\_\_

Taxpayer I.D. # \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_ e-mail \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

**RETURN THIS DOCUMENT IN SOLICITATION PACKAGE**

## FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN

### **Introduction**

Fort Bend Independent School District (FBISD) is seeking statements of qualifications for professional services from licensed engineers or architects who are qualified to prepare and compile a five (5) year Capital Improvement Plan (CIP) for the District. Each firm is invited to present qualifications and supporting documentation for compiling such a plan which will be developed by working in conjunction with FBISD Staff (Design and Construction, Facilities and other Administrators as appropriate).

### **1. GENERAL INFORMATION:**

- 1.1 This solicitation shall be governed by the following documents which are incorporated by reference only, and are not part of this Solicitation. A copy may be obtained at <http://www.fortbendisid.com/docs/purchasing/general-provisions-for-purchasing-solicitations-and-contracts.pdf> or by contacting the Fort Bend ISD Buyer listed on the cover sheet. Any exception to the terms and conditions must be included in the Proposer's response.

Texas Government Code Section 2254  
*Purchasing and Acquisition*, FBISD Policy CH (Legal)  
*Purchasing and Acquisition*, FBISD Policy CH (Local)

- 1.2. FBISD will accept statements of qualifications either by mail or hand delivery until November 13, 2012 at 11:00 AM CST. Submissions received after the opening date and time will not be accepted and will be returned unopened. One (1) original, four (4) copies and one (1) electronic (pdf format on CD) copy of the response are required for evaluation purposes. Submissions should be clearly marked "FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN" with the company's name, return address, opening date and time and be addressed to: Fort Bend Independent School District, PURCHASING DEPARTMENT, Attn: Michele Leach, 555 Julie Rivers Drive, Sugar Land, Texas 77478.

### **1.3 TIMETABLE:**

<b>Item</b>	<b>Activity</b>	<b>Date</b>
1	RFQ starts to advertise (1st run)	10/25/2012
2	RFQ advertises (2nd run)	11/01/2012
3	Deadline to submit questions	11/05/2012
4	Replies to questions will be posted on webpage <a href="http://purchasing.fortbendisid.com/CurrentBids.aspx">http://purchasing.fortbendisid.com/CurrentBids.aspx</a>	11/08/2012
4	Deadline for submitting Qualifications 11:00AM CST	11/13/2012
5	Interviews (if necessary)	12/3/2012

## 2. SCOPE OF SERVICES

- 2.1 **GOALS OF SERVICES:** During this current 2012-2013 school year, Fort Bend ISD has enrolled approximately 69,000 students, in over 74 schools/campuses and other auxiliary buildings, a list of which is attached hereto as Appendix A. The 5 year Capital Improvement Plan (CIP) should include a survey of all District facilities with the following goals in mind:
1. Educational adequacy of all facilities.
  2. Parity among school facilities.
  3. Goals for institution of a “sustainable design” program for all existing, renovation and new facilities using the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) Program.
- 2.2 **AVAILABLE RESOURCES AND DOCUMENTS:** In 2010, the District staff prepared facilities assessment of all campuses and has an understanding of the nature of issues, problems or warranted upgrades by location. The District also has a comprehensive HVAC report of existing central plants and has an understanding of the nature of issues, problems and warranted upgrades. Finally, the District has enrollment projections for the next ten (10) years along with the anticipated need for new facilities and the time frame for campus openings. The successful firm will be provided a copy of all of the above information and documents upon selection.
- 2.3 **SCOPE OF REVIEW:** The successful firm will be expected to review, evaluate and address the following factors related to all the facilities within Fort Bend ISD in developing a written CIP for improvements that cannot be accommodated through normal M&O funding:
1. Capacity – school capacity including:
    - a. The number of students housed in temporary buildings.
    - b. Capacity of core facilities
    - c. Availability of parking
  2. Support for Programs – facility support for FBISD programs:
    - a. Academic Core spaces
    - b. Special Education
    - c. Ancillary Instruction
    - d. Art Classrooms and Labs
    - e. Music
    - f. Vocational
    - g. Gymnasium
    - h. Auditorium/Performing Arts
    - i. R.O.T.C.
    - j. Media Center/Libraries
    - k. Ridgemont Early Childhood Center model
    - l. Athletics/Physical Education including Playgrounds
  3. Technology – Standardization of technology within the district and

technical/physical infrastructure support for these systems.

4. Security and Supervision
  - a. Site Level Adequacy
  - b. Building Level Adequacy
  - c. Room Level Adequacy
5. Instructional Aids – (Smart Boards, etc.)
6. Physical Characteristics
  - a. Physical Appearance
  - b. Building Envelope including roofs, windows, exterior doors
  - c. Elevators (two story or more buildings)
  - d. Restrooms to meet ADA and water conservation standards
  - e. Common Area finishes
  - f. Room Finishes
  - g. HVAC and DDC Controls
  - h. Energy Efficiency including electricity, gas and water usage
  - i. Parking Lots and Driveways
  - j. Temporary Buildings
  - k. Kitchen Equipment
7. Learning Environment – adequate space, quiet, good acoustics, good indoor occupant thermal and lighting comfort and environmental compliance.
8. Relationship of Spaces – Conducive to learning and appropriately located based on use (e.g. Administration easily accessible at main entrance, student dining offset from main school activities, adequate wayfinding signage)

2.4 It is anticipated that the final CIP document, which shall be provided in both a hard copy and editable electronic version (Word and Excel and possibly other formats to be determined), will include, but will not be limited to, the following information:

1. Executive Summary of recommended projects and overall cost estimate
2. Description of individual projects, including justification for such projects.
3. Prioritize the projects, based on current condition, wear and tear and useful life remaining.
4. Time line for each proposed project, to be executed within the five (5) year CIP window based on the enrollment needs of the District OR condition of existing building/equipment etc.,
5. Cost estimate for individual projects, with appropriate construction escalation factors included based on the time line for such project/s. Cost estimates must include all soft costs, hard costs, FF & E and projection of all associated utility connection fees.
6. Appendix with any attachments, supporting documentation such as photographs etc.
7. Please note, the data contained in the final document will become the property of

Fort Bend ISD.

- 2.5 The successful firm will collaborate with designated staff members from FBISD and provide the services under the guidance of appropriate representatives from District's Auxiliary Services Department. The firm will participate in regularly scheduled meetings with FBISD staff as required to discuss, formulate, prioritize and finalize the CIP. It is anticipated that multiple meetings will be held with FBISD stake holders including the following but not limited to: Design and Construction Staff, Facilities Staff, Chief Auxiliary Services Officer, Department of School Administration (DOSA) etc. The firm will also collaborate with FBISD staff and participate in necessary presentations to FBISD Administration and/or Board of Trustees as required regarding the final CIP.
  
3. **EVALUATION OF SUBMISSIONS:** The District will make its selection of the most qualified firm based upon documented and demonstrated competence and qualifications to perform the services as requested in the best interest of FBISD. An Evaluation Committee will review statements of qualifications submitted in response to the solicitation. The Evaluation Committee may create a short list of three (3) or more firms based on factors listed above. Interviews and/or presentations to the District and/or the Board of Trustees may be scheduled with shortlisted firms.
  
4. **QUALIFICATION REQUIREMENTS:** The following is a summary of the information to be provided by each proposer. **Please include the following information in your statement of qualifications under separate tabs for ease of review.** In addition to this required information, feel free to provide any other information you believe would be helpful in assessing your firm's ability to perform the indicated services to FBISD.
  - 4.1 Discuss your firm's approach (road map) in assisting the District with the preparation of the proposed five (5) year Capital Improvement Plan. The description may include the following but not limited to: written description of action plans, graphs, proposed tasks, schedule of proposed activities, anticipated meetings, milestones and a sample of how a portion of the end product may look.
  - 4.2 Discuss your firm's understanding of various school facilities (such as Elementary, Middle and High Schools, Stadiums, Aquatic Facilities, Bus Facilities, Support Facilities, Agricultural Facilities etc.,) Provide descriptions that convey how your firm has an understanding of the overall life cycle of a building or component/s of a building or site. Provide descriptions that convey how your firm has an understanding of when building systems, or components, need to be replaced along with the capability to estimate its replacement cost.
  - 4.3 Discuss and/or include samples (excerpts) of similar Capital Improvement Plans your firm was responsible for compiling for other public agencies such as School Districts, Higher Education Institutions, City or County etc., Attach samples or excerpts from such plan that clearly indicate the projects, proposed timelines, cost estimate associated with each project and any other relevant information.

- 4.4 Provide resumes of the staff to be assigned to work with the District, including areas of expertise, degrees, certifications and involvement with creation of similar work product. List the office locations, telephone numbers and email addresses for such individuals and indicate the lead professional assigned to FBISD.
- 4.5 Indicate your firm's past experience with FBISD or other Texas School Districts. Include list of projects involved along with brief description of the services rendered.
- 4.6 Each firm is expected to list a minimum of four (4) references the firm has worked with over the last five years. Two of such references, should be related to K-12 educational organizations. (No references from FBISD will be considered).

**No Cost Proposal should be submitted at this time. Please do not include any hourly rates or any other cost related information. The District will negotiate a fair and reasonable fee proposal at later date.**

5. **CONFLICT OF INTEREST:** By submitting a proposal, each firm certifies that there exists no current or anticipated conflict of interest with the representation of the District as a design professional. In the District's sole judgment, failure to properly identify a Conflict of Interest may result in disqualification of a proposer or subsequent termination of the contract.

6. **INSURANCE:**

- 6.1. Provide information on the professional liability insurance carried by your firm.
- 6.2. List any claims, enforcement actions, ethical complaints or litigation that your firm or any principal employee of your firm/shareholder is currently involved in or party to, related to services provided by your firm.

7. **TERMS OF AGREEMENT:** Selection of any firm will not be binding on the District until the Board of Trustee's formal approval and execution of a professional services agreement between the District and the successful firm.

8. **CLARIFICATION AND DISCUSSION:**

- 8.1. The District is under no obligation to conduct discussions with any firm, but may, at its sole discretion, elect to conduct interviews with selected proposers.
- 8.2. The District will notify firms of the need for clarification of the information submitted and the District reserves the right to request additional information from any firm.
- 8.3. Representatives of firms interested in responding to this RFQ or agents thereof are prohibited from contacting and discussing this RFQ with the District's Board of Trustees, Administrators, or staff from the date of receipt of this notice through the date of Trustee action awarding this contract, except when contacted by Ms. Michele Leach, Director of Purchasing and Materials Management. Failure to abide by this provision may result in disqualification from the selection process.

## **9. SPECIAL TERMS AND CONDITIONS:**

- 9.1. Inquiries and requests for information affecting the RFQ must be in writing and shall be directed to Ms. Michele Leach, Director of Purchasing, via email to [michele.leach@fortbendisd.com](mailto:michele.leach@fortbendisd.com) . To provide FBISD sufficient time to adequately prepare responses to inquiries, all questions must be submitted by end of business on November 5, 2012 and all questions will be answered in writing and be posted on the District's Purchasing Department webpage by the end of business on November 8, 2012. Any prospective respondent detecting a conflict or ambiguity in the RFQ should notify the Director of Purchasing, in writing, setting forth the grounds of the alleged conflict or ambiguity and request the issuance of a clarifying addendum by November 5, 2012. If FBISD believes that clarification is necessary and proper, a clarifying addendum will be distributed to all prospective firms. FBISD will not be bound by any oral or other informal explanation of the requirements of the RFQ documents.
- 9.2. Provide detailed explanations of any variances or exceptions the offeror has with any requirement or term specified in this RFQ and thoroughly explain any alternate services or deliverables offered.
- 9.3. FBISD is not responsible for any costs incurred by the firm for the preparation or distribution of the response to this RFQ, or any oral presentations required to supplement and/or clarify a proposal that may be required by the District.

## **10. PROPRIETARY INFORMATION:**

Proprietary information, if submitted to FBISD in response to this RFQ, should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.

**HUB OR MINORITY OWNED BUSINESS (Tracking purposes only)**

1. Is your company owned (51% or more) by an individual or individuals designated as minority, woman-owned or handicapped? YES \_\_\_ NO \_\_\_
  
2. If you answered yes to question number (1), please submit a copy of the applicable certification with your proposal document.

Fort Bend Independent School District does not currently maintain set-asides or give preference to HUB proposals. The above information is solicited for the purpose of statistical tracking only.

The Fort Bend Independent School District's Supplier Diversity Program ensures that the District will use its best efforts to inform small, women-owned, and minority businesses of current and future purchasing activities. The District encourages the participation of these businesses in purchasing of all goods and services. This information can be found at: <http://www.fortbendisd.com/departments/business-and-finance/purchasing/supplier-diversity-program>

**FORT BEND INDEPENDENT SCHOOL DISTRICT**

**Affidavit of Non-Discriminatory Employment**

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company Name

**RETURN THIS DOCUMENT IN QUALIFICATION PACKAGE**

**MWBE REGISTRATION APPLICATION**  
**(Tracking purpose only)**

**Fort Bend Independent School District**  
Purchasing Department  
555 Julie Rivers Drive  
Sugar Land, TX 77478  
(281) 634-1801 Fax: (281) 634-1829

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**Instructions: To become registered with FBISD as a certified minority and/or woman owned business enterprise (MWBE) firm, complete this application, and attach a copy of your MWBE certificate. Mail or fax to the Purchasing Office at the above address.**

Name of Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Remit to Address (if different from above):**

Mailing Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Federal I.D. No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Business Code: Please  Check the Block That Applies

- |                        |                  |
|------------------------|------------------|
| 10 Sole Proprietorship | 20 Partnership   |
| 30 Corporation         | 40 Joint Venture |
| MWBE Ownership:        |                  |
| 100 African-American   | 200 Hispanic     |
| 300 Asian              | 400 Asian Indian |
| 500 Native American    | 600 White Female |

- Gender:
- |          |            |
|----------|------------|
| 100 Male | 200 Female |
|----------|------------|

- Business Location:
- |                       |                      |
|-----------------------|----------------------|
| 100 Houston           | 200 Texas            |
| 300 Out of State (HQ) | 400 Fort Bend County |

- Houston Minority Business Council     Women's Business Enterprise Alliance
- City of Houston     HUB (State of Texas) Historically Underutilized Businesses

Signature of Authorized Agent: \_\_\_\_\_

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

**RETURN THIS DOCUMENT IN QUALIFICATION PACKAGE**

## FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

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

This Notice is Not Required of a Publicly-Held Corporation.

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

Vendor's Name:

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Authorized Company Official's Name (Printed):

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

**Signature of Company Official:**

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- B. My firm is not owned or operated by anyone who has been convicted of a felony.

**Signature of Company Official:**

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

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

**RETURN THIS DOCUMENT IN QUALIFICATION PACKAGE**

## CONFLICT OF INTEREST QUESTIONNAIRE

**PLEASE COMPLETE AND SIGN EVEN IF NO CONFLICT EXISTS**

For vendor or other person doing business with local governmental entity      FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

**OFFICE  
USE  
ONLY**

Date Received

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

**2**      Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**      Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business/Company

**RETURN THIS DOCUMENT IN QUALIFICATION PACKAGE**

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN QUALIFICATION PACKAGE**



**REFERENCES**

Please provide at least four (4) references (co. name, address, telephone no., e-mail address and contact) that have used your company for services FBISD is requesting in this RFQ. List those companies that have used your services in the last 1-5 years.

1. Co. Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
E-mail Address \_\_\_\_\_

2. Co. Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
E-mail Address \_\_\_\_\_

3. Co. Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
E-mail Address \_\_\_\_\_

4. Co. Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**RETURN THIS DOCUMENT IN QUALIFICATION PACKAGE**