



Issue Date: June 22, 2026

RFQ # 27-03

**Request for Qualifications for Program  
Management Services**

Request for Qualifications (RFQ)

Lisa Phillips, Director of Purchasing

**Receipt/Opening Time and Date:**

**July 07, 2026, at 2:00 PM Central Standard Time (CST)**

Arlington Independent School District ("Arlington ISD" or "District") is soliciting offers for the products, goods, or services per the specifications stated in this document. Offers shall be submitted using our e-bid system, Ionwave at [www.aisd.ionwave.net/login.aspx](http://www.aisd.ionwave.net/login.aspx) for "**Step 1**". Fee structure will follow in a two-step process and be delivered in a sealed envelope titled **Request for Qualifications for Program Management Services ("Step 2")** to:

Arlington ISD  
Attn: Lisa Phillips - Purchasing Department  
690 E. Lamar Blvd.  
Arlington, Texas 76011

**"Step 2"** Offers must be submitted in sufficient time to be received and time-stamped at the above location on or before the receipt/opening time and date indicated above. Arlington ISD will not be responsible for delivering mail from the post office, FedEx, or courier delays, nor any other delays encountered by Offers. **Fax proposals and e-mailed proposals will not be accepted.** Please submit your response by submitting electronic qualifications and fee structure in hard copy. **Offers received after the receipt/opening time and date will not be considered.**

Questions concerning this solicitation document should be addressed via IonWave. Questions should be submitted not later than **June 30, 2026, by 2:00 PM** to allow sufficient time for responses prior to the receipt/opening date and time. Responses to questions, other than administrative questions, will be provided to all potential Offerors by means of an addendum to the solicitation.

The attached "General Terms and Conditions" are an integral part of this solicitation and will become part of any resulting contract unless deviations/exceptions are requested by the Offeror at the time of response and accepted by Arlington ISD.

Please return the following with your sealed fee structure:

1. Your original signed RFQ response
- B. One (1) hard copy of your original signed bid response
- C. One (1) labeled USB thumb drive of all your completed documents.

All forms included as part of this solicitation must be completed and returned with the Offeror's response.

This solicitation is for a multi-year requirement as noted elsewhere in this solicitation.

The District is seeking to contract with the most highly qualified Respondent(s) for products and/or services related to providing **Program Management Services**. Any contract resulting from this solicitation will be awarded based on demonstrated competence and qualifications to perform such services. See "Contract Documents and Order of Precedence" in General Terms and Conditions.

**The signature below represents that the offer is submitted.**

**OFFER MUST BE SIGNED**

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

Submitter's Name/Title: \_\_\_\_\_

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

City, State and Zip Code: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

Submitter's Signature: \_\_\_\_\_

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

## Request for Qualification Timeline (Subject to Change)

Issue RFQ	June 22, 2026
Advertising Dates	June 22, 2026, and June 29, 2026
Pre-Proposal Meeting (if applicable)	June 24, 2026, 2:00 PM
Questions Deadline	June 30, 2026 @ 2:00 PM
Questions Response	July 2, 2026
<b>RFQ and “Sealed Fee Structure” Due</b>	<b>July 7, 2026, 2:00 PM Central Standard Time (CST)</b>
Evaluation and Selection	July 10, 2026
Interviews (if necessary)	July 13, 2026
<b>Approval/Award</b>	<b>July 30, 2026</b>

## **DISTRICT INFORMATION**

Arlington ISD is located in the heart of the Dallas-Fort Worth Metroplex. The District was established as a political subdivision of the State of Texas and incorporated in 1903. The District serves approximately 51,000 students from four cities and has a workforce of more than 8,000 employees, making it the thirteenth largest district in Texas. In addition to the City of Arlington, the District serves the Town of Pantego, the City of Dalworthington Gardens and the Tarrant County portion of the City of Grand Prairie. The District is fiscally independent and is not a component unit of any other entity, nor does it have any component units within its overall structure. Certified property values exceed \$39.3 billion. Arlington ISD operates 76 schools and is rated Met Standard by the Texas Education Agency.

The District is under the control and management of a board of seven trustees, each of whom is elected by the District's registered voters to serve a three-year term. All trustees are elected at large and serve without compensation. The elections are staggered so that not all positions are voted on during the same year.

The Board has final control over local school matters limited only by the state legislature, by the courts and by the will of the people as expressed in school board elections. Board decisions are based on a majority vote of the quorum present.

In general, the Board adopts policies, sets direction for curriculum, employs the Superintendent and oversees the operations of the District and its schools. Besides general Board business, Trustees are charged with numerous statutory regulations, including appointing the tax assessor/collector, calling trustee and other school elections and canvassing the results, organizing the Board and electing its officers. The Board is also responsible for setting the tax rate, adopting and amending the annual budget, and approving all real estate transactions.

The 2026 bond proposal is based on a comprehensive Facility Condition Assessment ("FCA") conducted by the Arlington ISD and various consultants, and subsequently refined by a 40-member Capital Needs Steering Committee, comprised of students, parents, teachers, principals, community members, business representatives, college and university representatives, and three board members serving in an ex-officio capacity.

The Capital Needs Steering Committee (CNSC) began meeting in January 2019 and reviewed data and feedback including the FCA results, enrollment figures and projections, responses to community dialogue questionnaires and surveys, and input from the staff and Board.

The AISD Board of Trustees voted unanimously to place the \$501,275,000 bond proposition on May 2, 2026, ballot.

## **STATEMENT OF QUALIFICATIONS**

**RFQ # 27-03**

**Request for Qualifications for Program Management Services**

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## A. BACKGROUND INFORMATION and BASIC REQUIREMENTS

1. Arlington ISD is seeking Offers for Program Management Services providers for the Arlington ISD Bond Program.
2. The resulting Contract award, if any, is for a multi-year requirement.
3. The term of this agreement shall be a 3-year term with no renewal options, as the Arlington ISD estimates the 2026 Bond Program to last for three years. Awarded contracts may or may not be exclusive and may be awarded to multiple vendors. The District may also issue multiple solicitations at a later date to seek additional vendors during the same time, in the best interest of the District.
4. The term of this agreement shall be a 3-year term with two one-year renewal options (if mutually agreed to by both parties), as the Arlington ISD estimates the 2026 Bond Program to last for three years. Awarded contracts may or may not be exclusive and may be awarded to multiple vendors. The District may also issue multiple solicitations at a later date to seek additional vendors during the same time, in the best interest of the District.
5. The **Effective Date** of the Contract/Agreement, if any, is the date that the award is approved by Arlington ISD's Board of Trustees or designated representative. In some cases, the Effective Date and the date for the start of services are separated by several weeks and/or months.

**STATEMENT OF WORK and/or SPECIFICATIONS are attached in the appendix.**

### Work Performed by Affiliates and Independent Consultants of AISD Contracted Program Managers

Definitions:

*Affiliates(s)* – Relationship between two companies when one company owns a substantial interest, but less than a majority of the voting stock of another company, or when two companies are both subsidiaries of a third company.

*Independent Consultant(s)* – A person or entity which provides services under terms specified in a contract and is not an affiliate or subsidiary.

A **Program Manager** Firm under contract, including all Affiliate(s) and Independent Consultant(s), **may not bid**, and shall be prohibited from submitting a proposal, participating as a subconsultant, or otherwise providing services for Enhanced Services under any Arlington ISD procurement for the same bond program, project, or program phase, or otherwise propose on any other work comprising this bond program.

A **Design Review** firm under this contract, including all Affiliate(s) and Independent Consultant(s), **may not bid**, and shall be prohibited from submitting a proposal, participating as a subconsultant, or otherwise providing Program Management/Construction Management (PM/CM), Architectural or Engineering Services for the same bond program, project, or program phase, or otherwise propose on any other work comprising this bond program.

A **Safety Management** firm under this contract, including all Affiliate(s) and Independent Consultant(s), **may not bid**, and shall be prohibited from submitting a proposal, participating as a subconsultant, or otherwise providing Program Management/Construction Management (PM/CM) services for the same bond program, project, or program phase, or otherwise propose on any other work comprising this bond program

A **Cost Estimating** firm under this contract, including all Affiliate(s) and Independent Consultant(s), **may not bid**, and shall be prohibited from submitting a proposal, participating as a subconsultant, or otherwise providing Program Management/Construction Management (PM/CM) services for the same bond program, project, or program phase, or

otherwise propose on any other work comprising this bond program

A **Scheduling** firm under this contract, including all Affiliate(s) and Independent Consultant(s), **may not bid**, and shall be prohibited from submitting a proposal, participating as a subconsultant, or otherwise providing Program Management/Construction Management (PM/CM) services for the same bond program, project, or program phase, or otherwise propose on any other work comprising this bond program.

A **Quality Assurance / Quality Control (QA/QC)** Review firm under this contract, including all Affiliate(s) and Independent Consultant(s), **may not bid**, and shall be prohibited from submitting a proposal, participating as a subconsultant, or otherwise providing Program Management/Construction Management (PM/CM) services for the same bond program, project, or program phase, or otherwise propose on any other work comprising this bond program.

See District Board Policies CHE (Local), DBD (Local), and CV (Local) for conflict of interest, ethics, and other prohibitions. These are enforced, and all Respondents shall conform to these requirements. These policies may be accessed at <https://pol.tasb.org/PolicyOnline?key=1098>

## 6. General

The Owner requests responses from qualified and experienced firms for providing program management services and/or related consulting services for the Arlington ISD 2026 Bond Program.

- **2026 Bond Program Overview**

A Bond initiative was approved by the Arlington ISD Board of Trustees for \$501,275,000 on February 26, 2026. The voters approved \$469,710,000 dollars on May 2, 2026, and these dollars will encompass technology, property acquisition, campus/facility new construction, renovations, additions, and furniture replacement. Phases will be determined by the District later.

### 6.1 Scope of Work

“In accordance with Texas Government Code §2254.003, the District will select the most qualified firm based on demonstrated competence and qualifications. Fee proposals shall not be submitted with this RFQ. Following award, the District will negotiate a fair and reasonable fee structure with the awarded firms.”

### 6.2 Reporting and Responsibility

The selected program management firm or firms will report to the Superintendent of Schools or Designee. (The current Designee is William Kelly Horn, Assistant Superintendent of Facility Services.)

### 6.3 Scope of Services – The following is a non-exclusive list of services that may be required from the qualified firms:

#### Quality Assurance / Quality Control (QA/QC) (**Maximum Points: 5**)

- Demonstrated experience providing QA/QC services on capital improvement or construction programs
- Quality management procedures, documentation, and reporting practices
- Qualifications and experience of personnel proposed for QA/QC functions

#### Scheduling (**Maximum Points: 2**)

- Experience developing, maintaining, and managing complex, multi-project schedules
- Use of industry-standard scheduling software and methodologies
- Qualifications and experience of proposed scheduling personnel

Cost Estimating (**Maximum Point:3**)

- Experience developing multi-phase cost estimates for complex capital improvement programs
- Ability to analyze cost risks, contingencies, and budget impacts throughout design/construction
- Use of industry-standard cost estimating methodologies and tools
- Qualifications and experience of proposed cost estimating personnel, including familiarity with local labor, material pricing, and market conditions

Safety Management (**Maximum Points: 5**)

- Experience overseeing safety programs for construction and capital improvement projects
- Safety planning, compliance monitoring, incident reporting, and corrective action processes
- Qualifications, certifications, and experience of safety personnel

Design Review (**Maximum Points: 5**)

- Experience performing design reviews for constructability, coordination, cost, and risk
- Familiarity with educational facilities and urban infrastructure design requirements
- Qualifications of licensed professionals supporting design review activities

Program Management / Construction Management (PM/CM) (**Maximum Points: 20**)

- Demonstrated experience managing large-scale, multi-project capital improvement programs
- Depth of firm resources, management structure, and program controls
- Qualifications and experience of the proposed Program Manager and key staff
- Ability to integrate and oversee QA/QC, safety, scheduling, design review, environmental, and document management functions
- Demonstrated ability to serve as the Owner's representative and single point of program Integration

The attached Standard Form of Agreement ("Exhibit A") contains the descriptions and detailed types of professional services required.

Projects may be assigned for specialty work, such as program management services relating to job order contracting projects, enhanced services work or facilities, design/build project administration, maintenance, repair, or other projects as may be selected.

6.4 Program Manager's Physical Presence

During the Bond Program, the selected firm(s) shall have a physical presence within the geographical boundaries of the Arlington ISD. Community contact, design reviews, interaction with local governmental authorities having jurisdiction, construction observation, and other requirements of the required scope of services will require daily physical presence during various phases of the work, which would be difficult to perform from a remote location or on an intermittent schedule. **Should any firm not intend to locate within the District, this must be clearly stated within the SOQ.** An explanation of how the needs of the project, as described in the Scope of Work can be fulfilled from the office used during the Bond Program must be included in the SOQ.

6.5 Scope of Services – Phases

The district is seeking firms to provide turn-key solutions for all projects initiated with the 2026 Bond Program. Firms should supply a list of **ALL** services that the firm can perform to the district in the attached Standard Form of Agreement ("Exhibit A"). The district will determine which services will be utilized and which services will not be utilized from selected firms. The district will have sole discretion, in the best interest of the district, on which services

will be utilized from the Program Management Services firm on each project. See the attached Standard Form of Agreement ("Exhibit A").

Program Management Services Firms may be required to provide (per Texas Government Code 2269, Subchapter E – Construction Manager-Agent):

- (1) administrative personnel.
- (2) equipment necessary to perform duties under this subchapter.
- (3) on-site management; and
- (4) other services specified in the contract.

Program Management Firms may **NOT**:

- (1) self-perform any aspect of the construction, rehabilitation, alteration, or repair of the facility.
- (2) be a party to a construction subcontract for the construction, rehabilitation, alteration, or repair of the facility;  
or
- (3) provide or be required to provide performance and payment bonds for the construction, rehabilitation, alteration, or repair of the facility.

#### 6.6 Miscellaneous Provisions

Selected firms shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract. The Program Manager firm shall assign to the Owner a designated representative who will be responsible for the coordination and administration of the Owner's requirements.

#### 6.7 Scope of Service - Projects

The selected firm(s) (Program Manager) will serve as the district's primary partner in supporting internal district staff in managing, facilitating and overseeing multiple construction projects, as identified and delegated by the District, through the 2026 Bond program lifecycle. The Program Manager will be responsible for helping ensure all projects are delivered on time, within budget and in accordance with the district's educational specification and quality standards.

The District intends for this solicitation and resulting agreement to establish a comprehensive, district-wide Bond Program Management Services contract that may be utilized on an as-needed basis for current and future capital improvement, construction, renovation, infrastructure, facility modernization, operational support, and strategic planning initiatives during the term of the agreement.

While the District currently anticipates initially assigning services associated with the school facility construction projects identified herein, the District reserves the right to expand, modify, add, remove, or reprioritize projects, assignments, and program management responsibilities at any time during the contract term, based upon District needs, Board direction, funding availability, operational priorities, future bond programs, or other capital planning considerations.

Additional assignments may include, but are not limited to, new construction, renovations, additions, deferred maintenance programs, infrastructure improvements, athletic facilities, fine arts facilities, transportation facilities, safety and security projects, technology infrastructure, support facilities, land development, and other capital or operational initiatives as determined by the District.

The selected firm should have proven project delivery excellence in K-12 bond program delivery. For the purpose of this RFSQ, Richardson ISD considers Program Management to consist of but is not necessarily limited to: involvement with community outreach, development of scope of work for owner-provided professional services, oversight of solicitation of owner-provided professional services, ensuring adherence to Richardson ISD Educational Specifications, Design Guidelines and construction standards, scheduling and estimating, bidding and negotiations, design reviews (with regards to cost, schedule, and constructability) quality assurance, construction project management oversight, onsite inspections, reviews



and verifications of architect invoices and contractor pay applications and construction close-out documentation requirements.

The selected firm shall be able to provide option for Staff Augmentation services in connection with assigned projects through the bond program lifecycle, if deemed necessary.

The district anticipates initially engaging the selected Program Management firm to provide various Construction Administration and Program Management services associated with the following identified projects. These projects are intended to represent the district's initial anticipated assignments only and shall not be interpreted as a limitation of the District's ability to assign additional projects, campuses, facilities, initiatives, or program support services under the resulting agreement.

During the term of the contract, the District reserves the right to utilize the selected firm for additional bond-related and capital improvement projects, whether currently identified or developed in the future, including projects funded through current or future bond programs, maintenance tax notes, capital reserve funds, grants, public-private partnerships, or other legally available funding sources.

The district anticipates initially engaging a Program Management firm for various Construction Administration services. Below is a preliminary list of projects that are expected to initially be a part of selected services.

- **18 PLUSS Center Additions and Renovations** – Conversion of an existing retired elementary school with a target square footage estimated to be 65,000-70,000 for a 350 student design capacity. This project will be under the City of Arlington jurisdiction with the most current adopted building codes and energy compliance. Target construction schedule to start Spring 2027 and substantial completion late Summer 2028.
- **South Davis Elementary School Replacement** – Ground up replacement elementary school with a target square footage estimated to be 110,000 for a 950-student design capacity. This project will be under the City of Arlington jurisdiction with the most current adopted building codes and energy compliance. Target construction schedule to start Spring 2027 and substantial completion late Summer 2028.
- **Martin High School Renovations** – Renovations to include installation of a fire sprinkler system throughout 65% of the facility; replacement of ceilings and lighting; student restroom renovations; MEP life-cycle replacements; security enhancements; and, wayfinding signage improvements. This project will be under the City of Arlington jurisdiction with the most current adopted building codes and energy compliance. Target construction schedule to start Summer 2027 and substantial completion late Summer 2028.
- **Young Junior High School Additions and Renovations** – Renovations to include installation of a fire sprinkler system throughout 65% of the facility; replacement of ceilings and lighting; student restroom renovations; MEP life-cycle replacements; security enhancements; and, wayfinding signage improvements. This project will be under the City of Arlington jurisdiction with the most current adopted building codes and energy compliance. Target construction schedule to start Summer 2027 and substantial completion late Summer 2028.
- **Replacement Elementary School #5** – Ground up replacement elementary school with a target square footage estimated to be 110,000 for a 950-student design capacity. This project will be under the City of Arlington jurisdiction with the most current adopted building codes and energy compliance. Target construction schedule to start Summer 2027 and substantial completion late Summer 2029.
- **Sam Houston High School Renovations** – Renovations to include installation of a fire sprinkler system throughout 65% of the facility; replacement of ceilings and lighting; student restroom renovations; MEP life-cycle replacements; security enhancements; and, wayfinding signage

improvements. This project will be under the City of Arlington jurisdiction with the most current adopted building codes and energy compliance. Target construction schedule to start Summer 2027 and substantial completion late Summer 2028.

- **Butler Elementary School Additions and Renovations** – Addition of a new Gymnasium / Storm Shelter and renovations to convert the existing Gymnasium into classroom space for PK-K. This project will be under the City of Arlington jurisdiction with the most current adopted building codes and energy compliance. Target construction schedule to start Summer 2027 with a substantial completion of the Summer 2028.
- **Ditto Elementary School Additions and Renovations** – Addition of a new Gymnasium / Storm Shelter and renovations to convert the existing Gymnasium into classroom space for PK-K. This project will be under the City of Arlington jurisdiction with the most current adopted building codes and energy compliance. Target construction schedule to start Summer 2028 with a substantial completion of the Summer 2029.
- **Wood Elementary School Additions and Renovations** – Addition of a new Gymnasium / Storm Shelter and renovations to convert the existing Gymnasium into classroom space for PK-K. This project will be under the City of Arlington jurisdiction with the most current adopted building codes and energy compliance. Target construction schedule to start Summer 2027 with a substantial completion of the Summer 2028.
- **Arlington High School Renovations** – Renovations to include installation of a fire sprinkler system throughout 65% of the facility; replacement of ceilings and lighting; student restroom renovations; MEP life-cycle replacements; security enhancements; and, wayfinding signage improvements. This project will be under the City of Arlington jurisdiction with the most current adopted building codes and energy compliance. Target construction schedule to start Summer 2027 and substantial completion late Summer 2028.
- **Roof Replacements** –
  - Ousley Junior High School
  - Beckham Elementary School
  - Percy Stem Academy
- **MEP Life Cycle Replacements and Renovations** –
  - Bowie High School
  - Shackelford Junior High School
  - Amos Elementary School
  - Atherton Elementary School
  - Bebensee Elementary School
  - Fitzgerald Elementary School
  - Foster Elementary School
  - Goodman Elementary School
  - Johns Elementary School
  - Kooker Education Center
  - Morton Elementary School
  - Rankin Elementary School
  - Sherrod Elementary School
  - Speer Elementary School

- **District-Wide Site Enhancements** – Project to enhance security lighting, fencing, paving, landscaping and exterior signage at various campuses throughout the District. These projects will be under the City of Arlington, Grand Prairie, Pantego, and Dalworthington Gardens jurisdictions with the most current adopted building codes and energy compliance. Target construction schedule to start Summer 2027 and substantial completion late Summer 2029.
- **District-Wide ADA Enhancements** – Project to enhance ADA compliance at campuses throughout the District. These projects will be under the City of Arlington, Grand Prairie, Pantego, and Dalworthington Gardens jurisdictions with the most current adopted building codes and energy compliance. Target construction schedule to start Summer 2027 and substantial completion late Summer 2029.

Stakeholder and community engagement could be required, if requested by the district, throughout the 2026 bond program for any project in which the program management firm is engaged.

The District reserves the right, at its sole discretion, to expand the scope of services and assign additional projects, campuses, facilities, departments, initiatives, or programmatic responsibilities to the selected Program Management firm during the term of the agreement, provided such services are generally consistent with the scope and nature of services contemplated under this solicitation.

Additional assignments may include individual projects, grouped projects, districtwide initiatives, phased capital improvement programs, operational support services, owner representative services, staff augmentation services, strategic planning services, facility assessment services, or other program management-related services deemed necessary by the District.

The District makes no guarantee regarding the number, size, sequencing, funding level, or total value of projects assigned under this agreement. Project assignments may occur incrementally and may vary substantially in complexity, duration, and delivery methodology.

The District reserves the right to negotiate individual scopes, staffing requirements, fee structures, reimbursable expenses, and service levels for future assignments as needs arise throughout the contract term.

Nothing in this solicitation shall obligate the district to procure all future Bond Program Management Services exclusively through this agreement, and the District reserves all rights permitted under applicable Texas law.

## **B. INSTRUCTIONS and REQUIREMENTS for OFFER SUBMITTAL**

Offeror shall furnish to the District all such information and data requested by the District to determine the Offeror's qualifications and responsibility. The requested information must be answered within the bid system or on the forms provided. Do not refer to other documents. All answers must be complete and stand-alone. Failure to follow directions using the outline below may result in the Offeror's Offer being disqualified or not considered for further evaluation.

Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an Offer (bid/proposal) is submitted will be construed by the District to indicate that the Offeror has familiarized itself with existing or future market conditions and agrees to perform in full accordance with the specifications and other contract documents, notwithstanding existing material and labor market conditions.

Offeror must comply with any insurance or liability requirements of the District as noted elsewhere in this solicitation document. Offeror must include pertinent literature/documentation for the proposed products/goods or services.

If Offeror requires a credit application or similar documentation to conduct business with Arlington ISD after award of Contract/Agreement (if any), these documents must be submitted at the time of Offer submission.

In addition to a detailed response to the solicitation, the following forms must be completed, executed, and returned with the Offer:

- ☐ Business Questionnaire
- ☐ Company Information
- ☐ Representation and Certification (including CIQ)
- ☐ Form CIQ \*
- ☐ Felony Conviction Notice
- ☐ Subcontractor
- ☐ Criminal Background Checks and Badging
- ☐ References
- ☐ Notification of No Response
- ☐ Deviations / Exceptions to Standard Form of Agreement and/or Statement of Qualifications
- ☐ Antitrust Certification Statement
- ☐ Campaign Contribution Disclosure Form
- ☐ Certificate of Interested Parties Form 1295
- ☐ W-9
- ☐ AIA C171-2024 Standard Form of Agreement Between Owner and Program Manager ("EXHIBIT A")
- ☐ Program Manager's Management Plan ("EXHIBIT B")
- ☐ Acknowledgement of "Vendor's Monthly Certification Form ("EXHIBIT C")
- ☐ Acknowledgement of Vendor's Final Completion Certificate Form ("EXHIBIT D")
- ☐ Acknowledgement of Vendor's Additional Services Requisition Form ("EXHIBIT E")
- ☐ Addendum (If necessary)

## C. EVALUATION PROCESS

1. **Overview.** Each Offer received will be analyzed and evaluated by selected District personnel.
  - a. It is the intent of the District to award based on the best value (i.e., qualifications and other relevant factors considered) to the District to the responsive, responsible Offeror as statutes, regulations, policies, and practices allow.
  - b. The District reserves the right, at the District's sole discretion, to make multiple awards, or no award, if determined to be in the District's best interests.
  - c. Non-responsive or disqualified Offers will be not eligible for award consideration. Reasons for being deemed non-responsive or being disqualified include but are not limited to: receipt of Offer after date/time posted; failure to sign the Offer; being debarred; and/or excessive exceptions to Statement of Work, Terms and Conditions or Service/Term Agreement.
2. **Discussions.**
  - a. During the evaluation of proposals, discussions may be held with the Offerors qualified and evaluated to provide the products, goods, and/or services described elsewhere in this solicitation. Discussions may be conducted for responses to Proposals, Offers, or Qualifications. The District reserves the right to award (or not award) without conducting discussions.
  - b. If conducted, discussions will be held via teleconference or at a District location at a time and date to be determined by the District. All associated costs will be at Offeror's own expense for participation. Additionally, the selected Offeror(s) may be required to attend the District's Board Briefing and/or Board Meeting, at no additional cost to the District, when the recommendation is submitted for Board of Trustee approval.
3. **Interviews and Demonstrations.** Interviews, demonstrations, versions, or samples of the products/goods or services being offered may be required of the Offerors being deemed in the competitive range during the evaluation process. If required, the demonstration version/sample will be provided per the General Terms and Conditions.
4. **Selection of Provider.**
  - a. The selection will not be on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:
    - based on demonstrated competence and qualifications to perform the services; and
    - The professional fees under the contract may not exceed any maximum provided by law.
  - b. Firms will be evaluated for qualifications and shortlisted as a recommended vendor for the 2026 Bond
  - c. Fees will be included in the master service agreement for the proposer.
5. **Best and Final Offer (BAFO)**
  - a. The District reserves the right to negotiate terms and conditions of proposals in the best interest of the district.
  - b. The District reserves the right to request from the Offeror(s) remaining in the competitive range a BAFO based on one or more components of the initial Offer. The BAFO request may warrant additional discussion.
  - c. Although discussions and BAFOs may take place, Offerors are encouraged to provide their best Offer initially and not anticipate discussions/BAFO to make a better Offer

### Criteria for Selection

The criteria for evaluation of responses and selection of the successful respondent(s) for this award will be based on the following scoring matrix:

Evaluation Criteria Score Sheet		Max Points
1.	<b>Qualifications and experience of the firm and personnel for the performance of Program Management services for educational and urban capital improvement programs</b> - Provide information regarding your company's history, competence, broad capabilities, experience, and qualifications of your firm's staff. Explain your firm's capability of managing a large-scale capital improvement program(s) ( <i>see qualifications below</i> ) a. QA/QC – Max Points (5) b. Scheduling - Max Points (5) c. Cost Estimating Max Points (5) d. Safety - Max Points (5) e. Design Review - Max Points (5) f. PM/CM - Max Points (20 total points)	45
2.	<b>Proven experience working on construction, maintenance, and renovation programs. (specifically, for Pre-K – 12 educational institutions, and urban construction projects)</b> - Illustrate the experience of your firm in the oversight and management of large-scale capital improvement programs. Include fiscal, acquisition, community involvement, design, construction document oversight, bidding, and construction management	20
3.	<b>Firms methodology and management approach</b> ( <i>Staffing – Proposed Positions</i> )	20
4.	<b>References from three (3) Examples Provided for Criteria 2</b>	10
5.	<b>Financial Stability Business Questionnaire.</b>	5
<b>Maximum Total Points</b>		100

Offerors are to provide a complete packet that identifies specific required information pertaining to the criteria identified in the scoring matrix.

Qualifications and experience of the firm and personnel for the performance of Program Management services for educational and urban capital improvement programs (45 Points out of 100 Possible Points in the Selective Criteria)

- a. **QA/QC – Maximum Points (5):** Proposers shall provide a detailed description of their Quality Assurance / Quality Control (QA/QC) program. Responses must be organized in the following format:

**Relevant QA/QC Experience:**

Provide descriptions of up to five (5) projects within the last five (5) years where the firm provided QA/QC services on capital improvement or construction programs. Include:

- Project name, owner, and delivery method
- Project size and complexity
- Specific QA/QC services performed
- Measurable outcomes (e.g., reduction in rework, claims avoided, audit results)

**QA/QC Processes and Procedures:**

Provide a detailed description of the firm's QA/QC program, including:

- Quality management plan or framework
- Do not include Construction Materials Testing
- Documentation and reporting practices (include sample forms or reports)
- Issue tracking and corrective action processes
- Use of technology or software tools for QA/QC

**QA/QC Personnel:**

Identify key personnel assigned to QA/QC functions and include:

- Roles and responsibilities
- Relevant experience on similar projects
- Certifications or specialized training (e.g., CQI, CQM, OSHA, etc.)

**Sample Documentation (Required):**

Provide at least two (2) sample QA/QC documents (e.g., inspection reports, deficiency logs, audit reports).

- b. **Scheduling - Maximum Points: (5):** Proposers shall provide a detailed description of their scheduling capabilities and experience. Responses must be organized in the following format:

**Relevant Scheduling Experience**

Provide descriptions of up to five (5) projects within the last five (5) years where the firm developed, maintained, and managed complex, multi-project schedules. Include:

- Project name, owner, and delivery method
- Project size, number of concurrent projects, and overall program complexity
- Description of scheduling services provided (e.g., baseline development, updates, recovery schedules, delay analysis)
- Demonstrated outcomes (e.g., on-time delivery, schedule recovery, mitigation of delays)

**Scheduling Approach and Methodology**

Provide a detailed description of the firm's scheduling approach, including:

- Methodologies used (e.g., CPM, resource loading, cost loading, phasing strategies) Schedule development, maintenance, and update processes
- Coordination with stakeholders (owners, contractors, designers) Procedures for identifying and mitigating delays
- Integration with program management systems, if applicable

**Scheduling Tools and Technology**

Identify the scheduling software and tools used by the firm (e.g., Primavera P6, Microsoft Project, or equivalent). Include:

- Description of how the tools are used to manage complex, multi-project schedules
- Reporting capabilities and sample outputs (e.g., dashboards, look-ahead schedules, critical path reports)

**Scheduling Personnel**

Identify key personnel assigned to scheduling functions and include:

- Roles and responsibilities
- Relevant experience on similar programs
- Certifications or specialized training (e.g., PSP, PMI-SP, AACE, etc.)

**Sample Schedules (Required)**

Provide at least two (2) sample schedules or schedule reports from comparable projects (e.g., baseline schedule, update report, or recovery schedule).

- c. **Cost Estimating – Maximum Points (5):** Proposers shall provide a detailed description of their cost estimating capabilities and experience. Responses must be organized in the following format:

**Relevant Cost Estimating Experience:**

Provide descriptions of up to five (5) projects within the last five (5) years where the firm developed multi-phase cost estimates for complex capital improvement programs. Include:

- Project name, owner, and delivery method
- Project size and complexity
- Phases of estimating performed (e.g., conceptual, schematic design, design development, construction documents)
- Comparison of estimated vs. actual project costs, if available
- Note: *Include estimate accuracy data (e.g., % variance from final construction cost) where available.*
- Identification and quantification of risks and contingencies
- Approach to escalation, market volatility, and supply chain impacts
- Methods for evaluating budget impacts and providing cost control recommendations
- Familiarity with local labor, material pricing, and market conditions



**Tools and Technology:**

Identify the cost estimating software and tools used (e.g., RS Means, CostX, Sage Estimating, Excel-based systems). Include:

- Description of how tools are used to develop and manage estimates
- Reporting capabilities and sample outputs

**Cost Estimating Personnel**

Identify key personnel assigned to cost estimating functions and include:

- Roles and responsibilities
- Relevant experience on similar programs
- Certifications or specialized training (e.g., CCE, CCP, PSP, AACE, etc.)
- Experience with local/regional construction markets

**Sample Documentation (Required):**

Provide at least two (2) sample cost estimates from comparable projects, including different design phases if available.

- d. **Safety Management– Maximum Points (5):** Proposers shall provide a comprehensive description of their safety management capabilities and performance. Responses must be organized in the following format:

**Relevant Safety Experience:**

Provide descriptions of up to five (5) projects within the last five (5) years where the firm was responsible for overseeing safety programs on construction or capital improvement projects. Include:

- Project name, owner, and delivery method
- Project size and complexity
- Scope of safety oversight services provided
- Safety outcomes and performance metrics (e.g., Total Recordable Incident Rate (TRIR), Days Away, Restricted or Transferred (DART), EMR)

**Safety Program and Procedures:**

Provide a detailed description of the firm's safety management program, including:

- Safety planning processes (e.g., project-specific safety plans, pre-task planning)
- Compliance monitoring procedures (e.g., site inspections, audits)
- Incident reporting and investigation processes
- Corrective action and continuous improvement practices
- Coordination with contractors, subcontractors, and regulatory agencies (e.g., OSHA)

**Safety Performance Data (Required):**

Provide the firm's safety performance data for the past three (3) years, including:

- Total Recordable Incident Rate (TRIR)
- Days Away, Restricted, or Transferred (DART) rate
- Experience Modification Rate (EMR)
- Number and type of recordable incident

**Safety Personnel:**

Identify key personnel assigned to safety functions and include:

- Roles and responsibilities
- Relevant experience on similar projects
- Certifications and training (e.g., CSP, CHST, OSHA 30/500, First Aid/CPR)

**Sample Documentation (Required):**

Provide at least two (2) sample safety documents (e.g., site inspection reports, incident reports, safety audit reports, or safety plans).

- e. **Design Review – Maximum Points (5):** Proposers shall provide a detailed description of their design review capabilities and experience. Responses must be organized in the following format:

**Relevant Design Review Experience:**

Provide descriptions of up to five (5) projects within the last five (5) years where the firm performed design reviews for constructability, coordination, cost, and risk. Include:

- Project name, owner, and delivery method
- Project type (identify educational facilities and/or urban infrastructure, if applicable)
- Scope and timing of design review services (e.g., schematic design, design development, construction documents) Specific issues identified and resolved (e.g., constructability conflicts, coordination gaps, cost savings opportunities, risk mitigation)
- Measurable outcomes (e.g., cost avoidance, reduced change orders, improved schedule performance)

**Design Review Approach and Methodology:**

Provide a detailed description of the firm's design review process, including:

- Procedures for reviewing constructability, coordination, cost, and risk
- Coordination with architects, engineers, and stakeholders
- Use of checklists, standards, or formal review protocols
- Integration with cost estimating, scheduling, and QA/QC processes
- Approach to documenting findings and tracking resolution

**Familiarity with Applicable Requirements**

Describe the firm's experience and familiarity with:

- Educational facility design standards and requirements
- Urban infrastructure considerations (e.g., site constraints, utilities, phasing, occupancy)
- Applicable codes, regulations, and agency requirement

**Design Review Personnel:**

Identify key personnel assigned to safety functions and include

Roles and responsibilities

Relevant experience on similar projects

Professional licenses (e.g., Architect, Professional Engineer) and disciplines

represented Availability and level of involvement throughout the design phase)

**Sample Design Review Documents (Required):**

Provide at least two (2) sample design review deliverables (e.g., review comment logs, marked-up drawings, coordination reports).

- f. **Program Management / Construction Management (PM/CM)– Maximum Points (20):** Proposers shall provide a comprehensive description of their Program Management / Construction Management (PM/CM) capabilities. Responses must be organized in the following format:

**Relevant Program Experience:**

Provide descriptions of up to five (5) programs within the last ten (10) years where the firm managed large-scale, multi-project capital improvement programs. Include:

Program name, owner, and delivery method(s)

Total program value and number of projects managed

concurrently Types of facilities (identify educational facilities, if applicable) Scope of PM/CM services provided

Measurable outcomes (e.g., on-time delivery, budget performance, reduction in change orders, stakeholder satisfaction)

**Program Management Approach and Controls:**

Provide a detailed description of the firm's program management methodology, including:

Program governance structure and reporting relationships

Program controls (cost control, scheduling, risk management, change management) Processes for managing multiple concurrent projects and

prioritization Communication and reporting to the Owner (dashboards, executive reporting, etc.) Use of program management systems and tools

**Familiarity with Applicable Requirements:**

Describe the firm's experience and familiarity with:

Educational facility design standards and requirements

Urban infrastructure considerations (e.g., site constraints, utilities, phasing, occupancy) Applicable codes, regulations, and agency requirements

**Integration of Core Function:**

Describe the firm's approach to integrating and overseeing the following functions across the program:

- QA/QC
- Safety management

- Scheduling
- Design review
- Environmental compliance (if applicable)

## **Document management**

Include specific examples of how these functions are coordinated and how conflicts or gaps are resolved.)

### **Key Personnel and Organizational Structure:**

Provide an organizational chart and identify key personnel, including the proposed Program Manager. Include:

Roles and responsibilities  
 Relevant experience managing similar programs Availability and level of commitment  
 Qualifications, certifications, and years of experience

### **Owner's Representative Experience:**

Demonstrate the firm's ability to serve as the Owner's representative and single point of program integration. Include:

Examples of acting as the Owner's representative on similar programs  
 Approach to decision-making, issue resolution, and stakeholder coordination  
 Experience interfacing with governing boards, executive leadership, and community stakeholders

### **Sample Program Controls and Reporting (Required):**

Provide at least two (2) sample program-level deliverables (e.g., executive dashboards, program schedules, cost reports, risk registers, or status reports)

## **Sample Project Scenario & Approach Submission Requirements**

To assist in evaluating the Respondent's qualifications, each Respondent shall provide a written narrative describing its approach to delivering a representative project based on the sample scenario below:

### **Scenario Overview (For Evaluation Purposes Only):**

The Owner is undertaking a \$400,000,000 capital construction program to be delivered over a three (3) year period. The program consists of multiple concurrent projects, including new construction, renovations, and infrastructure improvements across several active campuses/facilities.

All work is assumed to be performed under the terms, conditions, and requirements set forth in the Contract Documents included in this RFQ.

### **Required Response – Program Delivery Approach:**

Respondents shall describe how they would deliver this program in full compliance with the Contract Documents. The response must clearly demonstrate the Respondent's understanding and application of key contractual requirements, including but not limited to the following:

- 1. Program Management & Phasing**
  - Overall strategy for delivering a multi-project program within the 3-year timeframe
  - Phasing, prioritization, and resource allocation across concurrent projects
- 2. Application of Contract Requirements**
  - How the Respondent will operationalize key provisions of the Contract Documents (e.g., scheduling requirements, reporting obligations, self-performance limits, subcontracting procedures, etc.)
  - Approach to ensuring compliance across all projects
- 3. Cost Control & Financial Management**
  - Maintaining budget control across a \$400 M program
  - Cost tracking, forecasting, and reporting consistent with Contract requirements
- 4. Risk Management**
  - Identification of major risks associated with a program of this scale
  - Contract-based strategies for mitigating those risks
- 5. Staffing & Organizational Structure**
  - Proposed program-level organizational structure
  - Key roles and responsibilities necessary to meet Contract requirements
- 6. Schedule Management**
  - High-level approach to achieving the 3-year completion requirement
  - Use of scheduling tools and recovery strategies consistent with the Contract
- 7. Compliance, Reporting & Communication**
  - Systems and processes for meeting Contract requirements related to documentation, reporting, and Owner coordination

### **Instructions:**

- Respondents must reference specific sections or requirements from the Contract Documents where applicable.
- Do not include fees, pricing, or detailed design solutions.
- Use the chart provided to list the Staffing Plan by Phase for the entire program (total FTEs), see example below.
- **This is a hypothetical scenario for evaluation purposes only and will not result in compensation.**

<u>Role</u>	<u>Pre-Design</u>	<u>Design</u>	<u>Procurement</u>	<u>Construction</u>	<u>Closeout</u>	<u>FTEs</u>	<u>Months</u>
Example							
PM Director	1	1	1	1	1	1	36
Design Manager	1	1	1	1		1	36
Project Managers	2	2	2	2	2	2	36
Construction Manager	4	4	4	4	4	4	36
Closeout Manager				1	1	1	18
<u>Total</u>						9	

## D. FORMS TO BE RETURNED WITH OFFER

The following attached forms must be completed and returned with the offer:

- ☐ Business Questionnaire
- ☐ Company Information
- ☐ Representation and Certification (including CIQ)
- ☐ Form CIQ \*
- ☐ Felony Conviction Notice
- ☐ Subcontractor
- ☐ Criminal Background Checks and Badging
- ☐ References
- ☐ Notification of No Response
- ☐ Deviations / Exceptions to Standard Form of Agreement and/or Statement of Qualifications
- ☐ Antitrust Certification Statement
- ☐ Campaign Contribution Disclosure Form
- ☐ Certificate of Interested Parties Form 1295
- ☐ W-9
- ☐ AIA C171-2024 Standard Form of Agreement Between Owner and Program Manager ("EXHIBIT A")
- ☐ Program Manager's Management Plan ("EXHIBIT B")
- ☐ Acknowledgement of "Vendor's Monthly Certification Form ("EXHIBIT C")
- ☐ Acknowledgement of Vendor's Final Completion Certificate Form ("EXHIBIT D")
- ☐ Acknowledgement of Vendor's Additional Services Requisition Form ("EXHIBIT E")
- ☐ Addendum (If necessary)

**Arlington ISD**  
**BUSINESS QUESTIONNAIRE**  
**(SUPPLIES and SERVICES)**

This questionnaire, the requested list of references, and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the questionnaire information with the offer. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

Arlington ISD reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to [lisa.phillips@arlingtonisd.org](mailto:lisa.phillips@arlingtonisd.org).

NOTE: Questions marked with an asterisk ("\*") require a response.

1. \*Name of Offeror ("Business"): \_\_\_\_\_
2. \*List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. \*Number of years in business under present business name: \_\_\_\_\_
4. If applicable, list all other names under which the Business identified above operated in the last 5 years.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
5. \*Annual Gross Revenue (Past year): (M represents millions, K represents thousands)  

\$100K or less	\$100K-\$500K	\$500K-\$1M	\$1M-\$5M	\$5M-\$10M
\$10M-\$16M	\$16M or Over			
6. \*Current number of employees: \_\_\_\_\_
7. \*Has the Business, or any officer or partner thereof, failed to complete a contract?  
 Yes      No
8. \*Is there any pending or current litigation against the business?  
 Yes      No
9. \*Has there been any outcome of litigation or claims against the business in the last five years?  
 Yes      No
10. \*Has any officer or executive of the business been convicted or is under indictment for a felony?  
 Yes      No
11. \*Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award?  
 Yes      No



12. \*Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?  
Yes      No
13. \*Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?  
Yes      No
14. \*Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?  
Yes      No
15. \*Is the Business in arrears on any contract or debt?  
Yes      No
16. \*Has the Business been a defaulter, as a principal, surety or otherwise?  
Yes      No
17. \*Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?  
Yes      No
18. If a "Yes" response is given under questions 7 through 17, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which Arlington ISD has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from our approved bidders' list; or/and 4) legal action(s) applicable under federal, state, or local law. I also understand that if awarded a contract under this solicitation, I am responsible for updating this questionnaire noting any changes within ten days following the change.

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

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

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

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

(Owner, CEO, President, Majority Stockholder or  
Designated Representative)

mm/dd/yyyy

**LIST OF REFERENCES FOR SIMILAR PROJECTS****A minimum of two references is required.**

Use additional pages as necessary.

1. \*Project: \_\_\_\_\_  
Date of Completion (if applicable): \_\_\_\_\_ *mm/dd/yyyy*  
\*Contact Person: \_\_\_\_\_  
\*Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
\*E-mail Address: \_\_\_\_\_
2. \*Project: \_\_\_\_\_  
Date of Completion (if applicable): \_\_\_\_\_ *mm/dd/yyyy*  
\*Contact Person: \_\_\_\_\_  
\*Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
\*E-mail Address: \_\_\_\_\_
3. \*Project: \_\_\_\_\_  
Date of Completion (if applicable): \_\_\_\_\_ *mm/dd/yyyy*  
\*Contact Person: \_\_\_\_\_  
\*Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
\*E-mail Address: \_\_\_\_\_
4. \*Project: \_\_\_\_\_  
Date of Completion (if applicable): \_\_\_\_\_ *mm/dd/yyyy*  
\*Contact Person: \_\_\_\_\_  
\*Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
\*E-mail Address: \_\_\_\_\_

Check if additional references provided.

Notice to Offerors  
Conflict of Interest Disclosure Statements  
Texas Local Government Code, Chapter 176

Offerors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the Offeror's company and an officer of the District. Offerors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176. Conflicts of interest exist if:

- the person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
- the person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$250 in the twelve- month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from Offerors regarding each affiliation or business relationship between the Offeror and:

- an officer of the District;
- an officer of the District that results in the officer or family member receiving taxable income;
- an officer of the District that results in the Offeror receiving taxable income that does not come from the District;
- a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
- an employee or Offeror of the District who makes recommendations to an officer of the District regarding the expenditure of money; 6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and 7. any person or entity that might cause a conflict of interest with the District.

If a conflict exists, forms must be filed:

No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for qualification or bid, correspondence, or other writing related to a potential agreement with the entity.

The Offeror also shall file an updated questionnaire:  
not later than September 1 of each year in which a covered transaction is pending, and  
the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

A Offeror is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Arlington Independent School District are:

Sarah McMurrough, President (Place 1)  
Leanne Haynes, Vice President (Place 7)  
Brooklyn Richardson, Secretary (Place 6)  
Melody Fowler (District 4)  
Larry Mike (District 5)  
David Wilbanks (District 6)  
Justin Chapa (District 7)  
Matt Smith, Ed.D. Superintendent of Schools

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

If you are required to file, send the completed form to Arlington Independent School District, Purchasing Department, 690 E. Lamar Blvd., Arlington, Texas 76011

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Solicitation Number: RFQ # 27-03**  
**Solicitation Title: Request for Qualifications for Program Management Services**

**Arlington ISD, 690 E. Lamar Blvd., Arlington TX 76011**

**FELONY CONVICTION NOTICE**

The specific statutory language for notification of criminal history by a contractor is located in the Texas Education Code, Section 44.034. The following is the statutory language:

**STATUTORY LANGUAGE - FELONY CONVICTION NOTIFICATION**

Texas Education Code, 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. (b) 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. (c) This section does not apply to a publicly held corporation.

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION**

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.

- A. ☐ My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
- B. ☐ My firm is not owned nor operated by anyone who has been convicted of a felony:
- 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): \_\_\_\_\_

\_\_\_\_\_

Company Name: _____	Submitter's Name/Title: _____
Address: _____	City, State and Zip Code: _____
Email Address: _____	
Submitter's Signature: _____	Telephone No. _____
Date: _____	

**Solicitation Number: RFQ #27-03**  
**Solicitation Title: Request for Qualifications for Program Management Services**

**IDENTIFICATION BADGE(S)**

1. Identification Badge: Offeror's employees, agents, and consultants and subcontractors, subject to the criminal history record review requirement shall be identified by a photographic identification badge.
2. If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.
3. Pursuant to Arlington ISD's Board Policy CJA (LOCAL) Contracted Services:

All contracts must comply with the requirements for criminal background checks. All vendors 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. The District may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction.

4. The above requirement is required for all suppliers who will provide a service to Arlington ISD and will be on District property. The background checks and badges must be done through the supplier's company or the District's third-party provider, FC Background at <https://signup.fcbackground.com/>

Company Name: _____	Submitter's Name/Title: _____
Address: _____	City, State and Zip Code: _____
Email Address: _____	
Submitter's Signature: _____	Telephone No. _____
Date: _____	

**Instructions to School District Contractors  
Regarding Criminal History Background Searches  
Under Texas Education Code (TEC), Chapter 22**

TEC, Section 22.0834 directs school district contractors (i.e., Company) to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the Texas Department of Public Safety (DPS) criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, Company must contact:

Access and Dissemination Bureau  
Texas Department of Public Safety  
Crime Records Service  
P. O. Box 149322  
Austin, Texas 78714-9322

Email: [FACT@txdps.state.tx.us](mailto:FACT@txdps.state.tx.us)  
Phone: (512) 424-2365

For the fastest service, please email or call. State in the message that the company is a school district contractor and needs to have an account established for DPS FACT clearinghouse access. Please include:

Company Name  
Company Address  
Company Phone  
Name of Company point of contact  
Phone of Company point of contact  
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

**PLEASE NOTE:** After the Company signs the DPS User Agreement for FACT, DPS will provide the Company with a revised ***FAST Fingerprint Pass*** that Company will have to provide to its employees and applicants. Company's employees and applicants will use that ***FAST Fingerprint Pass*** when scheduling their FAST fingerprinting.

Company Name:	_____	Submitter's Name/Title:	_____
Address:	_____	City, State and Zip Code:	_____
Email Address:	_____		
Submitter's Signature:	_____	Telephone No.	_____
Date:	_____		



**Solicitation Number: RFQ #27-03**  
**Solicitation Title: Request for Qualifications for Program Management Services**

**SUBCONTRACTOR FORM**

Undersigned shall employ, subject to the District's approval, the following subcontractor for the products, goods, and/or services offered. One (1) form must be provided for each subcontractor employed. The prime Offeror shall bear the sole responsibility for the successful completion of work performed by the third-party provider(s) listed below.

Service provided by subcontractor:	
Name of subcontractor:	
Address:	
City/State/Zip:	
Telephone:	
E-Mail Address:	
Point of Contact:	
Business Days/Hours:	
No. Years in Business Under this Name:	
No. Years at Location Listed:	
No. Personnel (non-clerical) Employed:	
No. of clerical Personnel Employed:	

Company Name:	_____	Submitter's Name/Title:	_____
Address:	_____	City, State and Zip Code:	_____
Email Address:	_____		
Submitter's Signature:	_____	Telephone No.	_____
Date:	_____		

**Solicitation Number: RFQ # 27-03**  
**Solicitation Title: Request for Qualifications for Program Management Services**

**REFERENCES**

Proposer must submit a list of at least three (3) non-Arlington ISD references for whom the Offeror has provided substantially similar products, goods, and/or services. Educational and governmental agencies are preferred. Failure to provide an applicable reference may cause the proposal to be considered non-responsive.

1. Company \_\_\_\_\_  
Address \_\_\_\_\_  
  
Point of Contact \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Length of Relationship \_\_\_\_\_
2. Company \_\_\_\_\_  
Address \_\_\_\_\_  
  
Point of Contact \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Length of Relationship \_\_\_\_\_
3. Company \_\_\_\_\_  
Address \_\_\_\_\_  
  
Point of Contact \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Length of Relationship \_\_\_\_\_

Company Name: _____	Submitter's Name/Title: _____
Address: _____	City, State and Zip Code: _____
Email Address: _____	
Submitter's Signature: _____	Telephone No. _____
Date: _____	

# NOTIFICATION OF NO RESPONSE

## RFQ # 27-03 – REQUEST FOR QUALIFICATIONS FOR PROGRAM MANAGEMENT SERVICES

Arlington ISD  
690 E. Lamar Blvd.  
Arlington, Texas 76011

*If applicable, please sign and return this form to the attention of:*

Buyer Name  
(at the above address)

Arlington ISD would appreciate receiving this notification to better utilize our resources in corresponding with potential Offerors throughout the solicitation process.

After a review of **RFQ # 27-03, REQUEST FOR QUALIFICATIONS FOR PROGRAM MANAGEMENT SERVICES**, it was decided that there would not be a response to the request for proposal. The decision is based upon one or more reasons checked below.

1. Unable to meet specifications for (check all that apply):

Offeror qualifications \_\_\_\_\_

Insurance Coverage required \_\_\_\_\_

Timeline \_\_\_\_\_

2. Unable to utilize desired markets \_\_\_\_\_

3. Able to, but just prefer not to respond \_\_\_\_\_

4. Other: \_\_\_\_\_

Please explain \_\_\_\_\_

Any elaboration to the above would be most appreciated. Arlington ISD wants to receive feedback to consider for future solicitations. Please use the space below to share your comments.

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\_\_\_\_\_  
Company (Print) ( Phone

**Signature** \_\_\_\_\_

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

**Name & Title of Signature**

**Printed**

**Solicitation Number: RFQ # 27-03**  
**Solicitation Title: Request for Qualifications for Program Management Services**  
**Deviations / Exceptions to Standard Form of Agreement and/or Statement of Qualifications**

Deviations may result in a response being deemed nonresponsive. The Arlington ISD reserves the right to consider minor deviations. If the Offeror desires any exception/deviation from that prescribed in the scope of work, terms and conditions, or any other portion of the solicitation document, these exceptions/deviations will be clearly noted below. Offeror will provide reference to the page, paragraph, and sentence and provide Offeror's changes to the page, paragraph, and sentence.

**The District requests and recommends that all respondents agree to the terms and conditions established by the solicitation documents. Firms who supply deviations may be deemed nonresponsive in the sole determination and best interest of the District. The District reserves the right to solely determine the responsiveness, acceptable level, and best value of any such deviation.**

Offeror requests the following exceptions/deviations to the solicitation's terms, conditions, and/or statement of work:

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[ ] No exceptions/deviations taken.

Company Name:	_____	Submitter's Name/Title:	_____
Address:	_____	City, State and Zip Code:	_____
Email Address:	_____		
Submitter's Signature:	_____	Telephone No.	_____
Date:	_____		

**Solicitation Number: RFQ # 27-03**  
**Solicitation Title: Request for Qualifications for Program Management Services**

**ARLINGTON INDEPENDENT SCHOOL DISTRICT**  
**ANTITRUST CERTIFICATION STATEMENT**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name: _____	Submitter's Name/Title: _____
Address: _____	City, State and Zip Code: _____
Email Address: _____	
Submitter's Signature: _____	Telephone No. _____
Date: _____	

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

*Please sign and include this form in your response:*

A prospective Offeror seeking to enter a contract to provide services for the Arlington Independent School District ("the District") must file this form with the District's Purchasing Department. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Offeror must disclose whether they, a family member or a representative of the prospective Offeror has made a campaign contribution to any current Board of Trustees member of the District during the two years prior to the date on which the Offeror submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Offeror signs the contract, if the aggregate total of contributions given by the prospective Offeror, a family member or a representative of the prospective Offeror, to the current Board of Trustees member of the District exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the District may cancel a solicitation or proposed award for a proposed contract, or a contract that is executed may be terminated if: 1) a prospective Offeror, a family member of the prospective Offeror, or a representative of the prospective Offeror gives a campaign contribution or any other thing of value to any Board of Trustees member of the District during the pendency of the procurement process or 2) a prospective Offeror fails to submit a fully completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM.

THIS FORM MUST BE INCLUDED IN THE RESPONSE FOR THIS REQUEST FOR QUALIFICATIONS FOR PROGRAM MANAGEMENT SERVICES AND MUST BE FILED BY ANY PROSPECTIVE OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

## The following definitions apply:

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective Offeror, if the prospective Offeror is a natural person; or (b) an owner of a prospective Offeror.

"Pendency of the procurement process" means the time commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective Offeror" means a person or business that is subject to the competitive sealed proposal process set forth in the Purchasing Code or a person or business that is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective Offeror" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Offeror, or an employee or agent of the prospective Offeror acting on behalf of the prospective Offeror.

## Applicable current Board of Members of the Arlington Independent School District

Sarah McMurrough, President (Place 1)  
Leanne Haynes, Vice President (Place 7)  
Brooklyn Richardson, Secretary (Place 6)  
Melody Fowler (District 4)  
Larry Mike (District 5)  
David Wilbanks (District 6)  
Justin Chapa (District 7)  
Matt Smith, Ed.D. Superintendent of Schools

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

## DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE OFFEROR:

Contribution(s) made by:

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Relation to Prospective Offeror:

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Date(s) Contribution(s) Made:

---

Amount(s) of Contribution(s):

---

Nature of Contribution(s):

---

Purpose of Contribution(s):

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(Attach extra pages if necessary)

---

Signature

---

Date

---

Title (position)

**-OR-**

**NO CONTRIBUTIONS** IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to any applicable Board of Trustees member of the District by me, a family member or representative of this prospective Offeror.

---

Signature

---

Date

## ***For this Request for Qualifications: RFQ # 27-03 – PROGRAM MANAGEMENT SERVICES***

### **SERVICE SELECTION FORM**

Respondent shall indicate the service category(ies) for which they are submitting qualifications by checking the appropriate box(es) below.

- ☐ Quality Assurance / Quality Control (QA/QC)
  - ☐ Scheduling
  - ☐ Cost Estimating
  - ☐ Safety Management
  - ☐ Design Review
- ☐ Program Management / Construction Management (PM/CM)

### **SUBMITTAL RESTRICTION**

Respondents submitting qualifications for Program Management / Construction Management (PM/CM) services **shall not** submit qualifications for any other service category listed above, either as a prime respondent or as a subconsultant to another respondent.

Respondents selected for Program Management / Construction Management (PM/CM) services shall be prohibited from serving as a General Contractor or Construction Manager at Risk for any project within this program, either as a prime respondent or as a subconsultant.

**Firms may submit for multiple service categories only if none include PM/CM.**

Any submittal that does not comply with this requirement may be deemed non-responsive and subject to disqualification.

### **CERTIFICATION**

**By signing below, the Respondent certifies that the selections indicated above comply with the submittal restrictions stated herein.**

**Authorized Representative:** \_\_\_\_\_

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

**Firm Name:** \_\_\_\_\_

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

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



## **Conflict of Interest Notice**

The Respondent shall disclose any existing or potential conflicts of interest, including relationships or engagements that could impair the Respondent's ability to provide independent and objective services to the District. **The District reserves the right to determine whether a conflict is material and may disqualify firms or require mitigation plans.**

These restrictions apply to:

- Parent Companies
- Subsidiaries
- Joint Ventures Partners
- Any firm shared ownership, final interest or key personnel overlap

The firms must disclose all affiliated entities and potential conflicts of interest, including:

- Existing or anticipated roles as AE, GC/CMAR, Developer on District projects
- Subconsultant Relationship that could create conflicts.

The Respondent shall have a continuing obligation to disclose any new or potential conflicts of interest that arise during the term of the contract.

Respondent shall maintain adequate staffing, resources, and availability to meet the District's needs and required timelines throughout the contract term.

The District reserves the right to require mitigation of any identified conflict of interest or to terminate the contract if such conflict cannot be adequately resolved, or if the Respondent fails to perform in accordance with the contract requirements.

## **E. EXHIBITS**

## **EXHIBIT A**

**AIA C171-2024 STANDARD FORM OF AGREEMENT BETWEEN OWNER  
AND PROGRAM MANAGER, INCLUDING GF (LOCAL)  
(AS MODIFIED BY ARLINGTON ISD)**

## **EXHIBIT B**

### **PROGRAM MANAGER'S MANAGEMENT PLAN**

This Exhibit is incorporated by reference into and subject to the provisions of the Master Agreement for the Provision of Program Management Services between the Arlington Independent School District ("Owner") and Vendor.

#### PM STATEMENT OF QUALIFICATIONS

#### PM ORGANIZATION CHART

#### PM PERSONNEL, TITLES, AND HOURLY RATES

#### CONSULTANT, TITLES, AND HOURLY RATES

Prior to mobilization the PM shall prepare a Management Plan for the Owner's review. The Management Plan shall establish the staffing, sequencing, and controls oversight of assigned Projects, with the understanding that each PM Project Manager may manage no more than five (5) projects, or two (2) new school projects, concurrently. The Plan shall also incorporate the staffing criteria set forth in Article 2. The Management Plan shall be submitted to the Owner for approval.

## EXHIBIT C

## VENDOR'S MONTHLY CERTIFICATION FORM

As part of each monthly PM/ES pay application, the PM/ES—based on its actual knowledge after due inquiry consistent with the standard of care for a Program Manager providing similar services in major United States urban areas under similar circumstances and for a project of this type—certifies to the Owner that:

**Claims Compliance.** With respect to the Project, including all sub-projects, the PM/ES certifies that—except for any claims identified in the attached current pay applications—it has complied with all claim-procedure requirements under the PM/ES Agreement, has timely reported all submitted or received claims to the Owner, has attached all open or outstanding claims, and has no knowledge of any additional claims or facts that could give rise to claims against the Owner.

*Subcontractor and Sub-consultant Payments.* The PM/ES has no knowledge of any failure by the Contractor, Architect, PM, or any service provider to disburse all amounts due to subcontractors or sub-consultants for labor, materials, services, or equipment furnished for the Work, and, to the PM/ES's best knowledge, all such amounts have been properly and fully disbursed.

*Schedule Compliance.* To the PM/ES's best knowledge, information, and belief, the Architect's Work and the Contractor's Work are progressing in accordance with the Project Schedule.

*Progress of the Work.* To the PM/ES's best knowledge, information, and belief, the Work—and the work performed by the Contractor, Architect, PM, and any other Owner contractor—has progressed to the level represented in each vendor's current application for payment.

**Quality Compliance.** To the PM/ES's best knowledge, information, and belief, the Architect's Work and the Contractor's Work are free from defects and comply with all applicable laws governing the Work.

*Cost Compliance.* To the PM/ES's best knowledge, information, and belief, the Work and the work performed by the Architect have progressed in accordance with the Total Project Cost and the Construction Cost Limitation.

*PM/ES Staffing Compliance.* To the PM/ES's best knowledge, information, and belief, all PM/ES staff assigned to the Project are fully compliant with the PM/ES Agreement, have not been mobilized or demobilized without the Owner's prior approval, are knowledgeable regarding the Owner's design criteria and third-party agreements, and have satisfied all required criminal background checks.

***Non-Affirmative Response(s).*** If the PM/ES cannot affirm any of the above items, the PM/ES must submit with this Pay App an Executive Summary on PM letterhead with all supporting materials and exhibits, along with a Plan of Action and Schedule outlining the issue, corrective action, and anticipated resolution timeline.

Sincerely yours,

Notary Seal

---

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

Name: [ ]

Title: [ ]

## EXHIBIT D

### VENDOR's FINAL COMPLETION CERTIFICATE FORM

**[ Date of Certificate]**

Arlington Independent School District  
690 E. Lamar Blvd.  
Arlington, Texas 76011

Re: Final Completion Certificate

Dear Sir/Madam:

The undersigned refers to

- (1) that certain Program Management Agreement, dated as of [ *date of agreement* ] by and between the Arlington Independent School District (the "Owner"), and,

[*Name of PM/ES*], [ *type of company, corporation, partnership* ],

- (2) that certain Architect Agreement as of [ *date of Architect agreement* ] by and between Owner and

[*name of Architect*].

- (3) that certain [ *insert name of Construction Contract, school or bid package* ] (the "Construction Contract"), dated as of [ *date of Construction Contract* ] by and between Owner and [ *insert name of Contractor* ], a [ *type of company, corporation, partnership* ] (the "Contractor"), and

- (4) that certain Final Completion Certification (the "Final Completion Certification"), dated as of [ *date of Final Completion Certification* ] executed by the Architect in favor of Owner.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in PM's/ES's Agreement.

This notice is delivered to Owner pursuant to PM's/ES's Agreement and constitutes a Final Completion Certification. The undersigned hereby certifies to Owner and its successors and assigns that the following statement is true and correct as of the date hereof:

Pursuant to a notice dated as of [ *date of Final Completion Notice* ] submitted by Contractor (the "Final Completion Notice") in which Contractor stated that in Contractor's estimation the Work has been completed in compliance with the Contract Documents, and a notice dated as of [ *date of Final Completion Notice* ] submitted by the Architect (the "Final Completion Certification"), PM has inspected the Project Site and the Work completed at the Project Site.

PM/ES is of the opinion that:

All of the Work completed at the Project Site (including, without limitation, the quality and quantities of the Work) is in compliance with (i) the terms and conditions of the Contract Documents including, without limitation, all Change Orders approved in writing by Owner and all construction change directives issued in writing by Owner, and (ii) all applicable laws.

Final Completion of the work has been achieved on [ *insert date of Final Completion* ].

Except for those certain claims set forth in the claims statement provided by Contractor and attached hereto as Schedule [    ], PM/ES has no knowledge of, and are not aware of any facts and circumstances relating to, any claims which have arisen against Owner in connection with the Work or the Project.

PM/ES has no knowledge of, and are not aware of any facts or circumstances relating to, any failure by Contractor to disburse to the applicable sub-Contractor and material suppliers all amounts due and payable for all labor, services, materials and equipment furnished in connection with the Work.

This Exhibit is incorporated by reference into and subject to the provisions of the Standard Form of Agreement for the Provision of Program Management Services between the Arlington Independent School District (“Owner”) and Vendor.

Each of the individuals signing this Final Completion Certification on behalf of PM/ES is duly authorized to sign and deliver this Final Completion Certification on behalf of PM/ES.

Sincerely yours,

\_\_\_\_\_

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

Name:

Title:

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

Name:

Title:

ATTACH ACKNOWLEDGEMENTS

*(TO BE FURNISHED)*

Schedule 1

Contractor Claims Statement

## EXHIBIT E

### VENDOR'S ADDITIONAL SERVICES REQUISITION FORM

[*Name*]  
[*Company*]  
[*Address*]  
[*Address*]

Re: Additional Services Requisition

Please refer to the Agreement dated [*date of agreement*], between the Arlington Independent School District (“Owner”) and the undersigned (“PM” or “ES”) as amended to the date hereof (such agreement as so modified and amended being hereafter called the “Agreement”) pursuant to which PM/ES is to perform certain services. The terms and conditions are defined in the PM/ES Master Agreement and shall have the same meanings when used in this letter.

1. Owner has requested the performance of the services described below which PM/ES deems to be Additional Services.

**[*Description of Services*]**

2. PM/ES agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for a fee which will be determined in accordance with the Agreement but which will not exceed [ **\$ in numbers** ] [ **dollars written out** ] and for reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Services, but which reimbursement for expenses will not exceed [ **\$ in numbers** ] [ **dollars written out** ].

3. PM/ES will perform the services in accordance with any schedule attached hereto (attach schedule if applicable), but in any event not later than [ **days in numbers** ] [ **days written out** ] days after PM is authorized to proceed.

This Exhibit is incorporated by reference into and subject to the provisions of the Standard Form of Agreement for the Provision of Program Management Services between the Arlington Independent School District (“Owner”) and Vendor.

If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this letter at the space provided for this purpose and by inserting the date upon which PM/ES is authorized to commence performance of the Additional Services described in Paragraph 1 above.

Sincerely yours,

PM/ES

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

Name: [ **Name** ]

Title: [ **Title** ]



Accepted this [*numeric day*] day of [*month, year*], PM/ES is authorized to commence performance of the Additional Services on [date to commence].

**FOR OWNER**

By:

\_\_\_\_\_  
(PRINT NAME OF OWNER REPRESENTATIVE)

Signature:

\_\_\_\_\_  
(OWNER REPRESENTATIVE SIGNATURE)

SCHOOL ATTORNEY:

Approved as To Form:

By:

\_\_\_\_\_  
(SIGNATURE OF ASSISTANT GENERAL COUNSEL)