

**REQUEST FOR QUALIFICATIONS  
RFQ # 24-0001**

**FOR  
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS  
TESTING AND INSPECTING SERVICES**

**BOVINA INDEPENDENT SCHOOL DISTRICT  
2024 CAPITAL IMPROVEMENT PROJECTS**

**BOVINA INDEPENDENT SCHOOL DISTRICT  
500 Halsell Street  
Bovina, Texas 79009**

**June 6, 2024**

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## 1.0 GENERAL

- 1.1 This Request for Qualifications (“RFQ”) by Bovina Independent School District (“Bovina ISD,” “district,” “school district” or “owner”) describes the duties and responsibilities of the engineering firm for this work. The intent of this RFQ is to obtain from interested firms a description of previous work and references from other school district clients for consideration by the Bovina ISD evaluation committee. The evaluation committee will review the information submitted and rank the responding firms in relation to the specified evaluation criteria. The school district will select one or multiple firms to recommend to the Board of Trustees for approval to execute the described services for Bovina ISD.
- 1.2 The successful engineering firm(s) will act as the owner’s agent for the various services as described within this RFQ. The role of the engineering firm will be to provide normal engineering and testing and inspection services for the owner on various projects and act as the owner’s agent on these projects. Additionally, the engineering firm may provide geotechnical investigation, construction material testing services at identified sites and should be capable of performing Phase I and Phase II environmental assessments at various sites throughout the district.
- 1.3 An RFQ response (“response”) may be submitted on any or all items, unless stated otherwise. The district reserves the right to hold all responses for sixty (60) days from the receipt date without action: to reject any/or all responses and to accept any response or combination of responses deemed most advantageous to the Bovina Independent School District and to waive any informalities in responses. Following such selection, the district may negotiate with the selected Responder. If the district is unable to reach an agreement with the selected responder, the district will terminate further discussions and proceed to the next responder in the order of the selection ranking until a contract is reached or all responses are rejected.
- 1.4 Any response received later than the specified time, whether delivered in person or mailed, shall be disqualified and the time / clock date in the Bovina ISD office shall be the official time.
- 1.5 The response may be withdrawn or revised prior to the scheduled time for opening, provided a request for such withdrawal is received in writing before the time set for opening. Any interlineations, alteration or erasure made before receiving deadline must be initialed and dated by the responder’s authorized representative, guaranteeing authenticity.
- 1.6 Insurance.
- 1.6.1 The firm shall secure non-declining, non-expense liability insurance in a minimum amount of \$1,000,000 from an insurer lawfully authorized to do business in the jurisdiction in which the project is located and which shall apply to claims made with respect to this project for negligent acts, errors or omissions of the engineer, the engineers consultants, and agents and employees of any of them, subject to the standard terms and conditions of such policies, as acceptable to and approved by the owner’s representative. The firm shall furnish to the owner’s representative copies of certificates of such project professional liability insurance. The costs and premiums for such insurance will be at the expenses of the engineer. In addition, the engineer may be asked to provide the following insurance in the following amounts:
- 1.6.2 The insurance required shall be written by an insurance company having an A.M. Best’s rating of at least A and shall be written in limits for not less than the minimum required by law or the following:
- A. Commercial General Liability (Including premises operations, independent contractors protective, products and completed operations, broad form property damage)
    - i. General Aggregate \$2,000,000
    - ii. Products Comp / Ops Aggregate \$1,000,000
    - iii. Personal and Adv. Injury \$1,000,000
    - iv. Each Occurrence \$1,000,000
    - v. Per project aggregate \$2,000,000
  - B. Workers compensation coverage and employer’s liability

- i. Each Accident \$1,000,000
    - ii. Disease – policy limit \$1,000,000
    - iii. Disease – Each Employee \$1,000,000
  - C. Automobile Liability
    - i. Owned / Non-Owner and hired \$2,000,000
  - D. Excess / Umbrella Liability \$5,000,000
  - E. Engineers Professional \$1,000,000
  - F. An “Original certificate of insurance” will be proof of compliance with the insurance requirements
  - G. Other insurance requirement as may be agreed upon in the contract for each individual project

**2.0 SUBMISSION**

Please submit Two (2) identical copies, one marked “original”, and one (1) digital copy each of your qualifications to the address below Submissions should be addressed to:

**Mailing Address:**

**Physical Address:**

Bovina Independent School District  
 c/o Mr. Sergio Menchaca  
 500 Halsell Street  
 Bovina, Texas 79009

Bovina Independent School District  
 c/o Mr. Sergio Menchaca  
 PO Box 70  
 Bovina, Texas 79009

The response package should be marked –

“REQUEST FOR QUALIFICATIONS FOR GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING AND INSPECTING SERVICES

RFQ #24-0001”

**QUALIFICATIONS ARE TO BE RECEIVED NO LATER THAN Wednesday, June 19, 2024 at 2:00 PM CENTRAL STANDARD TIME.**

**3.0 EVALUATION CRITERIA**

- 3.1 As required by law, the selection of an engineer will be made on the basis of demonstrated competence and qualifications in accordance with Texas Government Code Section 2254.004. Bovina ISD will evaluate each response submitted, as per the terms of this RFQ, to determine responsiveness to the District’s needs. The District shall select the most highly qualified engineer(s) based on the evaluation criteria detailed in this RFQ.
- 3.2 Pursuant to Texas Government Code Section 2269.053, the Board of Trustee for Bovina ISD (the “Board”) has delegated to the evaluation committee the authority to receive responses and recommend how responding firms should be ranked. However, the final ranking and selection of an engineer is reserved for the Board. Following the Board’s ranking of A/Es, the Superintendent shall attempt to negotiate a contract with highest ranked A/E at a fair and reasonable price. If a satisfactory contract cannot be reached, the Superintendent shall formally end negotiations and proceed to negotiate with the next highest ranked engineer until a suitable contract can be presented to the Board for its consideration and approval.
- 3.3 In the response, the submitting firm should focus on the team of professionals who would be used on this project, and their relevant similar experience. The submitting firm should focus on demonstrating the skills your firm has used to provide excellent service to school districts within the Texas Panhandle or West Texas area. For example, projects, which have been completed by the Firm members who will actually be leading the project team, are important to illustrate skills and successes. References of clients for who

related projects have been completed under the direction of the Key Staff whom you nominate for this assignment should be included.

3.4 Evaluation criteria rankings – Each submitting firm will be ranked based on the information submitted within the qualifications package and assigned a score based on the following criteria:

1.	Previous West Texas School District Projects Experience	Up to 30 Points
2.	References from Previous School District Clients	Up to 50 points
3.	Project Report Submission Format	Up to 10 points
4.	Previous Experience with Bovina ISD	Up to 10 points
5.	Grand Total	Maximum 100 Points

*Note:* The information submitted by the firm as a part of this RFQ response is the only information the evaluation committee will have in order to ascertain your competence, past experiences, and references. Please submit the appropriate information and contact names and phone numbers so that the evaluating committee can verify references and properly address the criteria stated in item 3.4.

#### 4.0 PROJECT DESCRIPTION

4.1 Location. Various projects, additions, renovations, and new construction projects for the Bovina Independent School District in Bovina, Texas.

#### 5.0 SCOPE OF SERVICES

5.1 Specifically, the geotechnical or materials testing consulting engineer firm will be asked to conduct normal services for the owner. These normal services will include the following general scope of work:

A. Geotechnical Investigation

On site assessment and reporting on conditions of various proposed and future site for facilities for the school district. These sites can be either existing campuses, new campuses or campuses which are being assessed for use during a due diligence process for the possibility of use for a future campus.

B. Materials Testing and reporting

On site investigation and data gathering for the materials used in construction project which will include at a minimum – Concrete testing and inspection, Steel inspections, masonry and masonry reinforcing including load bearing and non-load bearing walls and grade and sub grade materials and compaction

#### 6.0 GENERAL PROVISIONS

6.1 The successful Engineer will enter into an agreement with Bovina ISD and each individual project will be ordered by the District, and a fee will be agreed to in advance or on predetermined price list or hourly rate agreed to with the District.

6.2 The Engineers shall perform services in a skillful and competent manner in accordance with standards of care required by the Engineering professions and as otherwise specified in the Agreement. The school district expects all reports to be signed and sealed by a licensed engineer.

6.3 Refer to the documents described herein regarding the background and screening required by all personnel who visit or work on a District project. All personnel must have a background check completed and be badged in order to execute services for Bovina ISD.

A. Agreement between School District and General Contractor

Felony Conviction Notification must be provided as required by Texas Education Code sec. 44.034 and a criminal history background check must be performed in compliance with Texas Education Code sec. 22.0834, as set out below.

B. Criminal History Background Checks

So that District can obtain the national criminal history record information required by Texas Education Code § 22.0834 on all “covered employees” (as defined in this Section) of Engineer, its

subcontractors, or any subcontracting entities who will perform the Work, Contractor shall submit to District the name and all identifying information necessary to enable District to obtain the national criminal history information on those covered employees before they begin the Work. Engineer's submission will include the employee's written authorization for District to obtain such criminal history information. District may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Engineer. Engineer shall reimburse District for District's costs incurred in obtaining the criminal history information.

Engineer will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to perform work on the Project. If Engineer receives information that a covered employee has a reported disqualifying criminal history, then Engineer will immediately remove the covered employee from the Project and notify the Bovina ISD in writing within three business days. If the Bovina ISD objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Engineer agrees to immediately discontinue using that covered employee to provide services on Bovina ISD's Project. If Engineer has taken precautions or imposed conditions to ensure that the employees of Engineer and any sub-consultant will not become covered employees, Engineer will ensure that these precautions or conditions continue throughout the time the contracted services are provided. Engineer's violation of this provision shall constitute substantial non-performance.

For the purposes of this Section, "covered employees" means employees, agents or applicants of Engineer who have or will have continuing duties related to the services to be performed and has or will have direct contact with Bovina ISD's students. The definition of "covered employees" does not include individuals working on the Work if the Work: (1) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2) involves construction of a new instructional facility and the person's duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or, (3) involves an existing instructional facility and: (a) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and, (b) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. The Bovina ISD will decide what constitutes direct contact with Bovina ISD's students. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Bovina ISD; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code §21.060, and 19 T.A.C. §249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code §43.24 related to the sale, distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

In addition to the above requirements, District or Engineer will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Engineer, if the person has or will have duties related to the Project, and the duties are or will be performed on District's Project, or at another location, where students are likely to be present. Engineer shall provide a list of all covered employees, with all necessary identifying information, to allow District to obtain criminal history record information for covered employees of the Engineer and all subcontracting entities. Engineer shall update this list on District's request. Engineer shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from District's property, or other location where students are likely to be present. District shall determine what constitutes "moral

turpitude” or a “location where students are likely to be present.”

Failure to comply with the requirements of Texas Education Code §22.0834 to the extent Engineer is capable, shall constitute an immediate event of default by Engineer

- C. A photo identification badge shall be issued to those persons meeting the screening criterion described in this Section. Any person who is assigned to perform any work at any District location under the Contract shall be required to wear their identification badge while on-site.
- 6.4 Conflict of Interest. Effective January 1, 2006, any person or entity, as well as agents of such persons, who contracts or seeks to contract with the district for the sale or purchase of property, goods, or services are required to file a Conflict of Interest Questionnaire with the District. A Conflict of Interest questionnaire and affidavit are included in this RFQ. The completed forms must be returned as part of your response.
- 6.5 No Israel Boycott Certification. Pursuant to Texas Government Code, Chapter 2271, as amended, if engineer is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the District is \$100,000 or more, the engineer represents and warrants to the owner that the engineer does not boycott Israel and will not boycott Israel during the term of any resulting contract. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 6.6 Companies Engaged in Business with Iran, Sudan, or a Foreign Terrorist Organization. In accordance with Texas Government Code, Chapter 2252, Subchapter F, a school district is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By submitting a response to this RFQ, engineer certifies that it is not a listed company under any of those Texas Government Code provisions, and thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its response shall be null and void should facts arise leading the district to believe that the engineer was a listed company at the time of this procurement.
- 6.7 Certificate of Interested Parties. Effective January 1, 2016, Texas governmental entities must comply with the “Disclosure of Interested Parties,” as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or has a value of at least \$1 million will require the on-line completion of Form 1295 “Certificate of Interested Parties,” per Texas Government Code § 2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. Therefore, engineer will be required to create, electronically file, and present such Form 1295 to the owner using the Texas Ethics Commission’s online filing application at final execution of any contract with the district.
- 6.8 Preservation and Disclosure of Contract Documents. Pursuant to Texas Government Code 552, Subchapter J, the selected engineer will be bound by the following terms if the resulting contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the district or if the resulting contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the district in a fiscal year of the district. If the District receives a written request for public information related to the resulting contract that is in the possession or custody of the A/E and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the district receives the written request, a written request to the A/E that A/E provide that information to the district.

The selected engineer must:

- A. Preserve all contracting information related to any resulting contract as provided by the records retention requirements applicable to the district for the duration of any resulting contract;



1. Promptly, within four business days, provide to the district any requested contracting information that is in the custody or possession of the engineer upon request of the district; and,
2. On completion of any resulting contract, either:
  - a. Provide to the District at no cost all contracting information related to the contract that is in the custody or possession of the engineer; or
  - b. Preserve the contracting information related to the contract as provided by the records retention requirements applicable to the district.
  - c. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the engineer agrees that the contract can be terminated if the engineer knowingly or intentionally fails to comply with the requirements of that subchapter.
  - d. Further, under Texas Government Code Section 552.372(c), the district may not accept a bid for or awarding of a contract to an entity that the district has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the district determines and documents that the entity has taken adequate steps to ensure future compliance.
  - e. If engineer fails to provide to the district the requested information, Texas Government Code Section 552.373 requires the District to notify the engineer in writing of the failure and allow 10 business days to cure the violation. District may terminate the contract if engineer fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

6.10 **WAIVER OF CLAIMS. BY TENDERING A RESPONSE TO THE DISTRICT’S RFQ, THE ENGINEER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A RESPONSE AND THE PROCESS USED BY THE DISTRICT FOR SELECTING THE MOST HIGHLY QUALIFIED ENGINEER FOR THE DISTRICT BASED ON DEMONSTRATED COMPETENCE. FURTHER, BY SUBMITTING A RESPONSE, THE RESPONDER FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST THE DISTRICT AND ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, RECOMMENDATION OR SELECTION OF ANY RESPONSE SUBMITTED PURSUANT TO THE DISTRICT’S RFQ.**

## 7.0 ADMINISTRATION AND COMMUNICATIONS

7.1 Invoices and Payments. The engineer’s invoices should be prepared on a per project basis or monthly, as applicable, and submitted to the owner. Each invoice should contain the following minimum information:

A. *Date of Invoice*

1. Project reference
2. Name, address, phone, fax, and e-mail address of firm

B. *Administrative/accounting contact*

1. Brief description with phase of scope of the work conducted within that invoice period

C. *Number of hours billed by each individual (only if hourly additional services required)*

1. Hourly rate for each individual
2. Sub-total amount for each individual

D. *Total contract amount/amount billed/remaining balance*

1. Amount Previously Billed
2. Amount billed this period (by category)
3. Remaining billed this period (by category)
4. Percentage complete by category AND for overall project.
5. Amount of this invoice

7.2 Expenses. Expense amounts, without markup, must be itemized by type and supported by original receipts.

- 7.3 Taxes. No taxes will be charged for services or expenses on this project, unless State Law requires it.
- 7.4 Changes to the Contract. Inform the owner and Architect at the earliest occasion, that a change in the Scope of Work is required and the reasons for that change. **Do not proceed with work beyond the Scope of the Contract without the written consent of the Owner.**
- 7.5 For information and questions regarding this Request for Qualifications please contact Sergio Menchaca at Bovina ISD.
- 7.6 The Bovina ISD evaluating committee will review submitted information and rank the responders and take a recommendation to the school board at their next regularly scheduled board meeting following the submission deadline for possible action on the recommendations.

*The remainder of this page intentionally left blank*

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the press, any elected or appointed official or officer of the district, or any employee, agent or other representative of the district, unless specifically allowed to do so by the evaluation committee.

I believe the information provided in this response to be true and accurate of the firm for which it is submitted.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Seal:

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

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

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

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

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

**End of RFQ**

**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