



REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER / GENERAL CONTRACTOR
SERVICES:
Elementary & Secondary Expansion

REQUEST FOR QUALIFICATIONS (RFQ): CM/GC SERVICES

November 23, 2017

Teton School District no. 401 (“TSD”) will accept Statements of Qualifications (SOQs) from licensed Idaho Public Works Construction Managers in good standing to perform construction manager services in accordance with Idaho Code § 54-4501 et seq., and as determined by TSD.

TSD has plans to use the Construction Manager / General Contractor (CM/GC) delivery process. In accordance with the Qualification Based Selection process set forth in Idaho Code § 67-2320, TSD is seeking SOQs from qualified firms to provide CM/GC services to assist with the project described below.

Written SOQs will be received at the offices of TSD, 445 North Main Street, Driggs, Idaho, 83422, until 4:00 p.m., MST on December 11, 2017. SOQs may be physically delivered to the District Administrative Offices located at the address set forth above or may be mailed to the District Administrative Office at P.O. Box 775, Driggs, Idaho, 83422.

Each SOQ will be evaluated on the basis of qualifications as specified in this RFQ. A selection committee will evaluate each of the SOQs and the committee may choose to conduct interviews with one or more of the firms. The TSD Board of Trustees will make the final decision regarding the firm chosen for CM/GC services for this project, based upon the recommendation of the Selection Committee.

The District shall select the persons or firms whom the District determines to be best qualified to provide the required services, ranked in order of preference, pursuant to the following established criteria and procedures set forth in the Resolution adopted by TSD on October 10, 2016. A copy of such Resolution is available for inspection and copying in the TSD administrative office. Such criteria shall include but not be limited to the following:

- A. Applicant’s prior relevant experience
- B. Applicant’s capacity to perform the work in a timely manner
- C. Applicant’s educational qualifications
- D. Applicant’s understanding of the project needs
- E. Applicant’s methodology
- F. Applicant’s reputation
- G. Qualifications and reputations of outside consultants who may work with the Applicant on the project
- H. Quality of Applicant’s proposal for the planning, design and construction phase of the project
- I. Applicant’s estimate of time it will take to perform the necessary work
- J. Qualifications of the proposed project manager
- K. Qualifications of Applicant’s staff
- L. Quality and clarity of presentation
- M. Familiarity with local area geography and facilities

N. Applicant's financial capability to perform the work

After reviewing and evaluating the proposals, the Committee will rank all of the persons or firms submitting a proposal and will then negotiate with the highest ranked person or firm for a contract or agreement to perform such services at a price determined by TSD to be reasonable and fair, after considering the above-stated criteria.

TSD reserves the right to reject any and all SOQs, to waive any irregularities in the SOQs received, and to select the CM/GC that will represent the best interest of TSD and the public. The issuance of this RFQ and the receipt and evaluation of sealed SOQs does not obligate TSD to award a contract. TSD will pay no costs incurred in responding to this RFQ. TSD may in its discretion cancel this process at any time prior to execution of a contract without liability.

SECTION 1

INSTRUCTIONS TO RESPONDENTS

1.1 SOQ Information

Statements of Qualification shall be submitted in an opaque envelope or box and must be sealed and plainly marked for delivery as follows:

Please indicate "CM/GC: Elementary & Secondary Expansion- SEALED STATEMENT OF QUALIFICATION ENCLOSED" on the outside of the submittal package. Also indicate on the outside of the submittal package, the firm name of the Respondent.

SOQs shall be delivered by mail to:

Teton School District No. 401
Attn: Monte Woolstenhulme
P.O. BOX 775
Driggs, Idaho, 83422

OR in person to

Teton School District No. 401
Attn: Monte Woolstenhulme
445 North Main Street
Driggs, Idaho, 83422

Please sign your SOQ. UNSIGNED SOQs WILL NOT BE ACCEPTED. Submittal packages must include:

- a. ONE (1) signed/printed original SOQ.
- b. At least six (9) printed copies of the SOQ.
- c. ONE (1) digital (PDF) version of the entire SOQ on CD or Flash Drive.
- d. Exhibit A and B Forms (Included in the SOQ as described in SECTION 5 of this RFQ).
 - o RFQ Submittal Information Form – Attached to this RFQ as Exhibit A
 - o RFQ Waiver and Release Form – Attached to this RFQ as Exhibit B

Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted.

SOQ deadline is 4:00 pm MST, December 11, 2017

At the time of the deadline above, the contents of all Statements of Qualifications will become a matter of public record, except as otherwise provided or allowed in Title 74, Chapter 1, Idaho Code. Respondent assumes full responsibility for the timely delivery of its submittal package to TSD. Respondents will be responsible for all costs (including site visits if needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of TSD and will not be returned.

1.2 Contact with TSD Personnel

All communications by Respondent should be made via the below-named contact. No other communication, initiated by the Respondent with TSD is permitted (excluding the pre-proposal meeting). Address all communications concerning this RFQ in writing to:

Monte Woolstenhulme
TSD No. 401 Superintendent
445 North Main Street
Driggs, Idaho 83422
Email: mrw@tsd401.org

1.3 CM/GC Selection Process Schedule

RFQ Advertisements:	November 23, and 30, 2017
RFQ Available:	November 23, 2017
SOQ Deadline:	December 11, 2017
Evaluation Committee Rankings:	December 12-13, 2017
Interview Notification (if required):	December 14, 2017
Interviews (if required) and Selection:	December 18, 2017
Recommendation to Board of Trustees:	December 18, 2017

1.4 Rates, Overhead, Multipliers, and other Cost Information

While CM rates, overhead, and multipliers may be requested for reference during the selection process, pursuant to Idaho Code § 67-2320, Respondents shall not provide any cost information, related to this project, in their SOQ.

SECTION 2

PROJECT INFORMATION

2.1 Project Location

Teton County, Idaho

2.2 Project Budget

\$31,000,000

2.3 Project Description and Information (costs are approximate)

Driggs Elementary School - \$11,750,000

- Construction of new Elementary School
Approximately 53,000 sq ft

Victor Elementary School - \$7,000,000

- Construction of new Elementary School
Approximately 33,650 sq ft

Tetonia Elementary School Additions/Renovations - \$1,750,000

- Upgrade technology throughout
- Renovate and increase bathroom number and sizes
- Provide secure entrance
- Renovate administration area
- Provide new roof and insulation
- Construct of new library
- Paving and base
- Various code upgrades
- Seismic upgrades

Rendezvous Upper Elementary School Additions/Renovations - \$4,500,000

- Add classrooms and square footage space
- Upgrade technology throughout
- Renovate and increase bathroom sizes
- Provide secure entrance
- Renovate administration area
- Provide new roof and insulation
- Construct new Library
- Paving and base
- Various code upgrade
- Seismic upgrades

Teton Middle School Additions/Renovations - \$2,000,000

- Add classrooms and square footage space
- Increase gymnasium space
- Provide secure entrance and renovate administration area

Teton High School Additions/Renovations - \$4,000,000

- Provide secure entrance and administration
- Additional classroom and square footage space
- Increase square footage of common areas
- Construct an auxiliary gym

2.4 Project Timeline

TSD intends to begin pre-design and pre-construction services for the project as soon as possible, after award and contract negotiations are complete.

2.5 CM/GC Scope of Services

All CM/GC contracted services must be performed by contractors properly licensed in the State of Idaho. The following services are anticipated in the CM/GC Services agreement with TSD. The descriptions are illustrative in nature and not exhaustive. The actual scope of services will be negotiated after this RFQ selection process has been conducted.

Preconstruction Phase, for Design and Bidding and Long Lead Procurement Services:

- Work with GPC Architects, TSD staff and the design team to review the project and visit the work areas to become familiar with the project;
- Work with GPC Architects to assist in programming and design of above construction projects;
- Review draft design drawings and specifications to identify clarity and constructability issues;
- Provide cost estimates as needed and required in the contract;
- Work with staff to develop a project schedule and refine the logistics plans;
- As necessary, provide recommendations with regard to accelerated or fast track scheduling, procurement, or phased construction;
- Develop and disseminate trade contract scopes and other contract documents;
- Establish bidder interest and obtain competitive bids for all the work, materials, and equipment;
- Work with TSD staff and GPC Architects to address questions, issue addendums, and publically open bids;
- Work with TSD staff and design team to value engineer the design and reconcile budget overruns as needed;
- Research and coordinate with specialty contractors and vendors on specialized gitems.
- Work with TSD staff to derive and negotiate project Guaranteed Maximum Price.

If the project will require multiple bid packages/GMPs the following statement will apply to the pre-construction services provided by the CM/GC. Prior to release of the first package for the subcontractor bidding, CM/GC firm shall submit a bid package estimate that itemizes all bid packages to be bid and awarded and which includes the CM/GC firm's estimate of the cost of each bid package. As permitted by the Owner, the bid package estimate will include line items for any work the CM/GC firm proposes to self-perform. CM/GC firm's overhead, profit, and contingencies shall be identified in separate line items. The total of the bid package estimate shall equal the Construction Cost on the CM/GC firm's most recent estimate.

Construction Phase Service:

- Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:
 - Manage the construction process including the coordination, planning, trade contractor management, submittals management, procurement of long-lead material items, and requests for information;
 - Plan and provide general condition services such as site management, mobilization, storage areas, staging, et cetera;
 - Obtain permission and coordinate access with public and private property owners implicated by the construction activity;
 - Utilize the website TSD401bond.org to post regular construction updates for the community to follow the construction process;
 - Review and negotiate change orders, and resolve issues and claims;
 - Coordinate safety programs, and maintain a safe job site;
 - Ensure project quality and conduct and coordinate inspections;
 - Update construction schedules as required to meet project milestones;
 - Conduct and document coordination meetings;
 - Maintain records, record documents, and manuals;
 - Develop, monitor, and complete project punch list;
 - Coordinate and assist with warranty corrections.

2.6 Special Instructions

Throughout the project, the CM/GC firm shall provide TSD with professional construction management and contractor services and represent TSD's best interests in order to ensure completion of the project on time, within set budgets, and as planned with minimum difficulties. It is anticipated that standard AIA or Consensus Docs contracts will form the basis of agreement for CM/GC services to be entered into for the project; provided however, TSD reserves the right to change, modify, or amend the final contract to be entered into by TSD.

SECTION 3 GENERAL CONDITIONS OF RFQ

3.1 Intent of RFQ

TSD intends to conduct a Qualification Based Selection process to select a firm capable of providing the CM/GC services, including but not limited to, those outlined within this RFQ. Following passage of the deadline for submitting SOQ's, the Respondent ranked highest will be approached to negotiate the contract(s) necessary for this project. If a satisfactory contract cannot be negotiated, TSD may, at its sole discretion, formally terminate negotiations and then commence negotiations with the next highest ranked Respondent, all pursuant to Idaho Code § 67-2320. Once negotiations are formally terminated with a Respondent, further negotiations with such Respondent will not be permitted or allowed.

3.2 Reserved Rights

TSD reserves the right to act in the best interest of TSD and in furtherance of the purposes of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). TSD reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the SOQs received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the SOQ that is in the best interest of TSD and the public. The issuance of this RFQ and the receipt and evaluation of SOQs does not obligate TSD to select a firm nor award a contract. TSD may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

3.3 Public Records

TSD is a public entity. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Law, Idaho Code §§ 74-101 through 74-125. The Public Records Law contains certain exemptions – one of which is an exemption for trade secrets. Trade secrets may include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a SOQ are not trade secrets. If any Respondent claims any part of a SOQ is exempt from disclosure under the Idaho Public Records Law, the Respondent must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire SOQ as "CONFIDENTIAL" is not in accordance with Idaho Public Records Law and will not be honored.

TSD, to the extent allowed by law, will attempt to honor a nondisclosure designation, however it reserves the right to determine the applicability of such exemption at its sole discretion. By claiming material to be exempt from disclosure under the Idaho Public Records Law, Respondent expressly agrees to defend, indemnify, and hold TSD harmless from any claim or suit

arising from TSD's refusal to disclose such materials pursuant to the Respondent's designation. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel prior to submission.

3.4 Insurance

Prior to executing any contract for CM/GC services with TSD or commencing any work under the contract, the CM/GC firm will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name TSD as a named insured, (except professional liability and worker's compensation insurance) and the CM/GC firm will maintain these minimum insurance coverages during the entire term of the contract:

- a. Professional Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000.00).
- b. Commercial General Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate of Two Million Dollars (\$2,000,000.00), all on an occurrence basis (rather than a claims-made basis).
- c. Automobile Insurance coverage with combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence/aggregate for owned, non-owned, and hired vehicles.
- d. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence, for all of the firm's employees to be engaged in work on the project. If any work is subcontracted, the CM/GC firm will, require subcontractors and trade contractors similarly to provide Worker's Compensation and Employer's Liability Insurance with the same limits for all the subcontractors and trade contractors engaging in such work. Proof of such insurance shall be delivered to TSD prior to commencement of work by such subcontractors or trade contractors.

3.5 Bonding

At the time the Contract is awarded, the CM/GC must have the capability to provide payment and performance bonds in amounts equal to 100% of the contract price of the project as estimated by the GPC Architects at the time the contract is negotiated. Once the entire project has been bid, and an overall Guaranteed Maximum Price (GMP) for the work has been established, the CM/GC shall deliver such bonds to TSD, each respectively being in an amount equal to 100% of the GMP. The performance and payment bonds shall be AIA Document A312, 2010, or a standard surety form certified approved to be the same as the AIA A312 form. All sureties shall be authorized and licensed to do business in the State of Idaho and shall have a rating acceptable to TSD.

3.6 Taxes

TSD is exempt from Federal and State income, *ad valorem* property and sales taxes, provided however items purchased by TSD and used by a contractor may be subject to Use Tax. TSD will execute the required exemption certificates for items purchased and used by TSD. All other taxes, including Use Taxes imposed upon the Contractor for items purchased by TSC are the responsibility of the Contractor and shall be included in the Contractor's pricing.

3.7 Legal Residency Requirement

By submitting a SOQ, the Respondent attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or is otherwise lawfully present in the United States pursuant to federal law. Prior to being awarded a contract, the contractor shall submit proof of lawful presence in the United States in accordance with Idaho Code § 67- 7903.

3.8 License Requirements

Proposals will be accepted from Idaho licensed construction managers and the firm of which they are a principal or full-time employee who, prior to the SOQ deadline, also have a valid public works contractor license as a general contractor pursuant to Idaho Code § 54-1902.

Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved, and the general contractor must perform at least 20% of the work under contract

SECTION 4

SUBMISSION PROCESS

4.1 Forms Submitted

Respondents must submit the following items by the SOQ deadline:

- a. ONE (1) signed/printed original SOQ.
- b. At least Six (9) printed copies of the SOQ.
- c. ONE (1) digital (PDF) version of the entire SOQ on CD or Flash Drive.
- d. Exhibit A and B Forms (Included in the SOQ as described in SECTION 5 of this RFQ).
 - o RFQ Submittal Information Form – Attached to this RFQ as Exhibit A
 - o RFQ Waiver and Release Form – Attached to this RFQ as Exhibit B

Failure to submit all requested information may render any SOQ nonresponsive and void.

4.2 Objections to Specifications or Process

Objections to specifications or RFQ procedures must be in writing and physically delivered to TSD, Attn: Monte Woolstenhulme at least five (5) business days before the SOQ due date and time. The objection must state the exact nature of the protest, specifically identify the protested portion or clause in the RFQ and explain why the provision should be struck, added, or altered. TSD may deny the objection, modify this RFQ, and/or reject all or part of the objection.

4.3 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting a SOQ or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondents' responsibility to check for addenda prior to submitting a SOQ. Failure to do so may result in the SOQ being declared nonresponsive. No addenda will be issued less than three (3) business days before the SOQ deadline unless the deadline is extended.

4.4 Modification or Withdrawal of SOQ

A SOQ may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFQ. All such modifications or withdrawals shall be in writing and physically delivered to TSD, Attn: Monte Woolstenhulme at least five (5) business days before the SOQ due date and time. After the submission deadline, the submitted SOQ, as modified, shall remain in effect for a minimum of 90 days for evaluation purposes.

4.5 Protest

Upon selection of a Respondent for CM/GC services, TSD shall notify all submitting Respondents in writing of such selection. Such notification shall be mailed to the address set forth in the Respondent's SOQ, postage prepaid, certified mail, return receipt requested. If any participating Respondent objects to TSD's selection of a firm for CM/GC services, that Respondent shall deliver a written objection to the Notice of Selection, stating the express reason or reasons why the decision of TSD's Board of Trustees is in error. Such objections shall be physically delivered to TSD's administrative offices or sent by U.S. mail addressed to TSD at the address set forth above. Delivery of such objection shall be presumed complete upon deposit thereof in the U.S. mail, postage prepaid, certified mail, return receipt requested. Upon receipt of such objection, the TSD's Board of Trustees shall review the award and

determine whether to affirm, modify or re-issue the RFQ, setting forth the reason or reasons for its decision. At completion of the review process, TSD may proceed as it deems to be in the best interest of TSD and the public.

SECTION 5 REQUIRED CONTENT, EVALUATION, AND SELECTION

5.1 Required Submission Materials and Format

The SOQ should enable uniform review and easy access to information by the evaluation committee. SOQs not conforming to the requested format or not in compliance with the specifications may be considered nonresponsive.

SOQs must include the following information in the sequence set forth below. Respondents will be ranked according to articles below, with points applied per article:

Pass/Fail Proposal Criteria – organized with the following information:

Cover Letter: A signed letter briefly stating the Respondent’s understanding of the work to be done, the commitment to perform the work within the time period, and a statement as to why the firm believes it is qualified to perform CM/GC services for the project. Behind the Cover Letter, please submit a completed RFQ Submittal Information Form (Exhibit A) and a completed RFQ Waiver and Release Form (Exhibit B).

Scored Proposal Criteria– organized with the following information:

SECTION 1 | Company Profile: Describe the firm’s history, size, resources, philosophy of service, typical volume of work, financial stability, and basic construction management techniques and methods. Describe how your particular expertise, experience, and techniques can be an advantage to TSD in completing the projects. 30 Points

SECTION 2 | CM/GC Approach: Describe the firm’s philosophy and approach to providing CM/GC services during both the Pre-construction and Construction phases of the project as outlined under 2.2 *CM/GC Scope of Services* in this RFQ. Also include a description of your past construction approach including your firm's warranty program. 30 Points

SECTION 3 | Key Project Personnel: Identify the key personnel to whom CM/GC responsibilities will be assigned. Include names, titles, roles, qualifications, years of experience, project experience and resumes. Please identify your firm's main point of contact for this project. Also, provide an organization chart clearly illustrating key and support personnel for your project team. 30 Points

SECTION 4 | Budget Control: Submit detailed information of how your firm provides budget control throughout all phases of the project. This shall include, but is not limited to, periodic updates of construction cost estimates and participation in value engineering during project design, and how your firm successfully tracks and reports construction costs, including line item costs for each bid package, fees, permits, reimbursable costs, CM fees, and all other project costs. 20 Points

SECTION 5 | Scheduling: Describe the primary scheduling techniques the firm uses and the software you will employ to produce an effective construction schedule. Provide

examples of successful construction management and scheduling services provided on complex, multi-phase projects. Discuss in detail how you intend to enforce contract schedule compliance. 20 Points

SECTION 6 | Relevant Experience: Include project name, project description, client reference (including contact name and title, role on the project, email address, and telephone), project budget, type of services provided, and other pertinent information for three (3) projects of similar size and/or scope. Please focus on firm experience – do not include individual experience for projects performed while individuals were employed by other firms. 30 Points

SECTION 7 | Local Experience: Also, describe your firm’s presence and past experience in Idaho, particularly in Teton Valley, including but not limited to, past projects completed in Idaho, employment of residents of Idaho, other work performed in Idaho and corporate presence in Idaho. 40 Points

5.2 Evaluation of Respondent

Proposals will be evaluated based on the Respondent’s response and qualifications by a selection committee that may include TSD employees and professional consultants. Before a firm is selected, TSD may conduct reference investigations or interviews with one or more Respondents as necessary to evaluate and determine the performance record and ability of the Respondents to perform the size and type of work anticipated and to determine the quality of the service being offered. By submitting a SOQ, the Respondent authorizes TSD to conduct reference investigations and interview such references.

5.3 Qualification Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320 and the TSD Resolution dated October 10, 2016. Final selection shall be made by the TSD Board of Trustees, based upon the recommendations of the selection committee. The TSD Board of Trustees has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. The information provided herein is intended to assist Respondents in meeting applicable requirements but is not exhaustive and TSD will not be responsible for any failure by any Respondent to meet all requirements established by law in order to perform the services contemplated herein.

5.4 Exhibits

- A. RFQ Submittal Information Form
- B. RFQ Waiver and Release Form

EXHIBIT A
Submittal Information Form

**CONSTRUCTION MANAGER / GENERAL
CONTRACTOR (CM/GC) SERVICES: Elementary &
Secondary Expansion Projects**

TO: Teton School District No. 401
Attn: Monte Woolstenhulme
445 North Main Street
Driggs, Idaho 83422

FROM: Firm Name:

Mailing

Address: _____

Physical

Address: _____

Telephone: _____

Fax: _____

E-mail Address: _

License Information: Idaho Public Works Contractor License

Idaho Public Works Construction Management License #

held by _____, name of licensed CM for your firm.

(Please include a copy of each license behind this form. Also include a copy of your firm's Certificate of Authority, naming both your firm and the licensed CM for your firm.)

Surety Information: Please attach a project specific letter from your Surety.

Other Information:

Has your firm been insolvent or filed for bankruptcy within the last five years?

Yes No

Has your firm has ever been denied insurance coverage or had coverage cancelled within the last five years?

Yes No

Has any current or former surety rejected a request by your firm for either a payment and performance or labor and materials bond within the last five years?

Yes No

If your response to any/all of these questions is “Yes”, please attach a written document describing, in detail, each situation.

EXHIBIT A
Submittal Information Form

Firm’s officer responsible to TSD for CM/GC services contemplated by this RFQ:

SIGNATURE:

X _____

Print Name / Title: _____

Date: _____

EXHIBIT B
RFQ Waiver and Release Form

(REQUIRED FOR SUBMISSION)

Firm Name: _____

The undersigned has read this waiver and release and voluntarily accepts and agrees to the Teton School District No. 401 ("TSD") discretion and waiver of liability as set forth below, including but not limited to, TSD's decision to proceed with a qualification-based selection process in response to the Request for Qualifications (RFQ) to select a firm to supply CM/GC services to TSD for the project.

- A. Discretion of TSD: The firm or individual submitting a response to this CM/GC RFQ agrees that TSD has the right to, unless contrary to applicable state law:
- 1) Modify or suspend any and all aspects of the process seeking SOQs and making any decisions concerning this RFQ.
 - 2) Obtain further information from any person, entity, or group regarding the Respondent, and to ascertain the depth of Respondent's capability and experience for supplying CM/GC services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
 - 3) Waive any formalities or defects as to form, procedure, or content with respect to TSD's RFQ to select a CM/GC firm and any response by any Respondent thereto;
 - 4) Accept or reject any sealed SOQs received in response to the RFQ, including any sealed SOQ submitted by the undersigned; or select any one SOQ over another in accordance with the selection criteria;
 - 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of SOQ.

B. Waiver of Liability:

- 1) The undersigned agrees that TSD shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of TSD as identified above.
- 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

**Firm's officer responsible to TSD for CM/GC services contemplated
by this RFQ:**

SIGNATURE:

X _____

Print Name / Title: _____

Date: _____