



**STAFFORD MUNICIPAL SCHOOL DISTRICT**  
**RFP #20 - 004 Issued September 25, 2020**  
**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR**  
**STAFFORD LOCKER ROOM RENOVATIONS**

**Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter D, as amended, the Stafford Municipal School District is seeking competitive sealed proposals from qualified Contractors to provide Construction Services for Locker Room Renovations.**

**Responses are due in two parts: Part 1: Price proposal and required Forms, and Part 2: Small Business Participation Plan, Subcontractors and Alternates. Part 1 responses are due by October 14, 2020 at 11:00 a.m. CST. Part 2 responses are due October 14, 2020 by 4:00 p.m. CST. All responses must be provided in a sealed envelope/package with "RFP #20 - 004" clearly printed on the face of the package and delivered to:**

**Attention: Dedrea Norman, CFO**  
**Stafford MSD**  
**1625 Staffordshire Road**  
**Stafford, TX 77477**

Any Proposal received after such time will not be considered and will be returned unopened. Unsigned Proposals and/or Proposals received via Facsimile or Email will not be considered. Part 1 will be held unopened, and the names of Respondents withheld, by the Owner until the receipt of Part 2 responses. When Part 1 and Part 2 are received, pursuant to the provisions of the Texas Government Code §2269.154, the Owner's staff will publicly open and read aloud the names of the respondents and monetary proposals stated in the Proposals Part 1 and the Alternates stated in Part 2. Within forty-five (45) days following the date of the opening, the proposals will be evaluated and ranked in relation to the selection criteria set forth herein. Award will be made utilizing the Evaluation Criteria as required by Texas Education Code §2269.155 and as stated herein. Respondents must provide all requested information; failure to comply with any portion of the solicitation will be reflected in the evaluation process.

A complete set of documents (collectively, "Procurement Documents") shall be used in preparing a proposal; neither Owner nor Owner's architect or program manager assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of construction and/or

procurement documents. Each prospective proposer should carefully review the construction documents and take such steps as may be reasonably necessary to ascertain the resulting contract performance requirements. Failure to do so will not relieve proposers from the responsibility of estimating properly the difficulty/level of effort or cost of successfully performing any resulting contract. After the proposals have been opened, Owner shall have the right to review the proposals and examine the credentials and qualifications of each proposer to determine whether any or all of the proposals are responsive and to make a determination as to whether any one or more proposers are qualified, responsible contractors.

Proposers shall carefully study and compare the Procurement Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the proposal is submitted, shall examine the site and local conditions, and shall at once report to the architect errors, inconsistencies, or ambiguities discovered

Procurement/Contract Documents, including Drawings and Technical Specifications are available for download from [www.staffordmsd.org](http://www.staffordmsd.org). Procurement/Contract Documents will only be available via digital download.

#### **CRITERIA FOR SELECTION:**

Consistent with Texas Government Code 2269.155, the following selection criteria and weighting will be used for the selection process:

- Proposed amount for base proposal, 50 points
- Evaluation survey of company references and project contacts, 15 points
- History of company performance, 10 points
  - Past and current workload to staff ratio
  - Claims, suits and failure to perform
  - RFI Generated
  - Maintenance of cost
  - Safety EMR score
  - Positive asset to liability ratio
  - Adequate bonding capacity
  - Strength of letters of reference
- Company project experience and qualifications, 15 points
  - Comparable cost
  - Comparable complexity
  - Comparable timeframe
  - Contractor has past experience with subcontractors named in proposal
  - Fort Bend and Harris County experience
- Individual personnel project experience and qualifications, 10 points
  - Comparable cost
  - Comparable complexity
  - Comparable timeframe
  - Fort Bend and Harris County experience
  - Organizational approach to the project
- Small Business Program Participation Plan, 10 points

All responses in your proposal may be used to rank Respondent based on the above criteria. The Owner reserves the right to verify the accuracy and completeness of all responses by using any

information available to the Owner without regard to whether such information appears in your proposal.

By submitting a Proposal, each Respondent agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of a contract.

The Owner reserves the right, at its sole discretion, to request a clarification or other information to evaluate any submission in order to make the award of the contract in the best interests of the Owner.

The Owner reserves the right to negotiate terms and conditions including scope, staffing levels, and fees, with the highest ranked responder. If agreement cannot be reached with the highest ranked responder, the Owner will terminate negotiations in writing and reserves the right to negotiate with the next highest ranked responder and so on until an agreement is reached. When agreement is reached, the Owner will submit its recommendation to the School Board for approval and award of contract.

**STAFFORD MUNICIPAL SCHOOL DISTRICT**  
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## **I. INTRODUCTION**

A. Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter D, it is the intent of the Stafford Municipal School District (hereinafter known as Owner) to solicit competitive sealed proposals from qualified proposers to provide Construction services in the process as described herein.

B. Project Team: The selected Respondent will join a Project Team which will include Owner Administration, Program Manager and Architect/Engineer, all of whom will be engaged in a cooperative effort to provide the Owner with successful and cost-effective solutions for the renovation of Stafford Locker Rooms.

C. Project Information: The Owner plans to complete the Locker Room Renovations within the existing buildings. The Project is anticipated to include (but is expressly not limited to) the following general scope items:

1. General demolition
2. Doors/Hardware
3. Painting
4. Millwork
5. Mechanical, Electrical, Plumbing systems
6. Lockers
7. Wall/Floor finishes
8. Restroom ADA upgrades
9. Lighting fixtures
10. Technology/AV

D. The substantial completion date is as follows:

- a) March 12, 2021

E. The estimated construction budget for this Project is:

Locker Room Renovation - \$400,000.00

F. ARCHITECT:

1. AUTOARCH Architects, 6200 Savoy, Suite 100, Houston, TX 77036

G. PROGRAM MANAGER: (Owner's Representative)

1. Lockwood, Andrews & Newnam, Inc. • 2925 Briarpark Drive • Suite 400  
Houston, Texas 77042 • 713-266-6900

## **II. RFP SCHEDULE AND DELIVERY**

A. Responses are due in two parts: Part 1: Price proposal and required Forms, and Part 2: Alternates and Supplier Diversity Estimate. Part 1 responses are due by October 14, 2020 at 11:00 a.m. CST. Part 2 responses are due by October 14, 2020 at 4:00 p.m. CST. All responses must be provided in a sealed envelope/package with "RFP #20 - 004" clearly printed on the face of the package and delivered to:

**Attention: Dedrea Norman, CFO  
Stafford MSD  
1625 Staffordshire Road  
Stafford, TX 77477**

B. Proposers are responsible for ensuring that their proposals are time-stamped to evidence timely submission. Proposals will only be accepted at SMSD's Administration Building, located at 1633 Staffordshire Road, Stafford, TX 77477, between the hours of 8 a.m. and 4 p.m., Monday through Friday, on SMSD business days.

C. Questions concerning this RFP shall be directed to the Owner's Program Manager, in writing. Verbal questions and explanations are not permitted other than as described by this section, if any. All questions are due by Friday, October 9, 2020 at 2:00 p.m. C.S.T. Answers to questions will be posted on Owner's Website by Monday, October 12, 2020 at 2:00 p.m. C.S.T. and issued in an Addendum issued by the Architect/Engineer for the Project. \*Note: All questions and all answers and Addenda will be posted on Owner's website. Owner's website is: <https://www.staffordmsd.org/postings>. Communications with the Owner's Contact Person after the deadline for questions is not permitted. All questions must be addressed to:

**Victor Fleming, Program Manager  
Lockwood Andrews & Newman Inc.  
FOR:  
Stafford MSD  
2925 Briarpark Drive, Suite 400  
Houston, TX 77042-3720  
Email: [vcfleming@lan-inc.com](mailto:vcfleming@lan-inc.com)**

D. Use of electronic Bidding Procedures

While Stafford Municipal School District will be receiving bids using those methods stated in the RFP, Stafford Municipal School District will also allow, and encourage, electronic bid submissions for this project in lieu of in-person/mailed submissions. You must choose one method or the other, not both, to submit your bid. Bidders must ensure that all required content for each Part of the submission is fully uploaded to the Bid/Plan Room (Proposal forms, Microsoft Excel file). While a complete, comprehensive, all-inclusive single file is preferred, Bidders will be allowed to pre-load completed portions of their proposal into the Bids/Plan Room, save and return later to submit the proposal form to eliminate issues with last-minute file uploads. The system shall not allow for any late bids or proposals after the closing date and time. The District will not be responsible for any delay of delivery or submission, including delays related to system programs, servers, or acts of nature. Bids or proposals sent in response to all

formal solicitations shall be electronically sealed in an electronic lockbox and not accessible to any internal and external user other than the vendor initiating the bid or proposal

Please log into the Bids/Plan Room using the following link:  
<https://lan.projectmates.com/Projectmates/Bid/BidLog.aspx>

If you are new to Projectmates you will be asked to create a username and password plus other basic registration information. Once you have logged in, please select “Add to My Bids” to view information about the project, obtain solicitation documents and submit your bid.

Once you are a registered user, you may access a User Guide for Electronic Submissions at the following link:  
<https://university.projectmates.com//PMHelp/Bids/default.htm?qs=96640139036C52B95806FAA673FDD398720BB52B00A648D6ECDE7810EA8F6AB37BEF6F503E51018BF146D6AD77FDCEE7>

### **III. PROBABLE SCHEDULE OF EVENTS**

- Friday, September 25, 2020 - Release Request for Proposals.
- Saturday, September 26, 2020 and Saturday, October 3, 2020 – Advertisement Dates.
- Monday, October 5, 2020 @ 1:00 p.m. C.S.T. – Pre-Proposal Conference. Pre-Proposal meeting agenda will include review of topics that may affect proper preparation and submittal of proposals and will be held virtually. To access the meeting see below:  
To join meeting:  
<https://leoadaly.webex.com/leoadaly/j.php?MTID=m1546b20bfea62f5340e0bb5208c7dbfd>

Meeting ID: 133 066 7843  
Meeting Password: 1234

Meeting Audio Only:  
Dial: +1-415-655-0002  
Meeting ID: 133 066 7843

Attendance at the pre-proposal meeting is not mandatory, but all proposers are highly encouraged to attend.

- Friday, October 9, 2020 @ 2:00 p.m. C.S.T. – Deadline for written requests for clarifications to the RFP.
- Monday, October 12, 2020 @ 2:00 p.m. C.S.T. – Issue answers to questions by Addendum.



- Wednesday, October 14, 2020 @ 11:00 a.m. C.S.T. – Part 1 Sealed Price Proposals and required Forms due. Proposals received after the time and date set for submission will not be accepted and will be returned unopened.
- Wednesday, October 14, 2020 @ 4:00 p.m. C.S.T. – Part 2 Responses: Small Business Plan, Subcontractors, and Alternates due. Part 2 Responses received after the time and date set for submission will not be accepted and will be returned unopened.
- Wednesday, October 14, 2020 @ 4:15 p.m. C.S.T. at the SMSD Administration Building, located at 1625 Staffordshire Road, Stafford, TX 77477 – Part 1 Proposals and Part 2 Responses will be opened, and the names of respondents and monetary proposals will be read aloud, in compliance with Tex. Gov't Code § 2269.154.
- Thursday, October 15, 2020 thru Wednesday, October 21, 2020 – Evaluation of Respondent Submittals.
- Monday, November 9, 2020 – Anticipated Recommendation to the Board of Trustees for approval of ranking, and authorization of Superintendent or designee to enter into negotiations with the highest ranked Respondent.

#### **IV. SUBMISSION FORMAT & CONTENT REQUIREMENTS**

A. The contents of Respondent's proposal must be complete in description, concise in volume, and austere in form.

B. The proposal should be in the format of a written report and should be prepared on 8-1/2" x 11" sheets (single-sided) unless noted below and bound with coil binding.

##### **1. Part 1**

a) One (1) original containing an executed version of Part 1 of the Complete RFP Submission is required, including EXHIBIT A –PROPOSAL FORM.

b) Four (4) copies of Part 1 of the complete RFP Submission is required. EXHIBIT A –PROPOSAL FORM is not required to be included.

c) A flash drive containing a PDF of the Part 1 RFP must also be provided. EXHIBIT A –PROPOSAL FORM is not required to be included.

##### **2. Part 2**

a) One (1) original containing an executed version of EXHIBIT N – SMALL BUSINESS PROGRAM (SBP) PARTICIPATION PLAN

b) One (1) original containing an executed version of EXHIBIT O – KEY SUBCONTRACTORS

c) One (1) original containing an executed version of EXHIBIT P – BID ALTERNATES FORM

d) One (1) original containing an executed version of

e) Respondents may provide supplemental materials further describing their capabilities and experience.

C. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed, except as outlined in the TPIA and/or other applicable law.

1. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Proposers' information.

2. Any Respondent wishing to maintain confidentiality of financial or other information must clearly and conspicuously mark information contained in submission as "CONFIDENTIAL" and declares that the information so marked contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code. If Respondent does *not* mark any information as "CONFIDENTIAL," Respondent's action will be deemed a certification that Respondent has not submitted any confidential, proprietary, and/or trade secret information and that its proposal and all other information—including any pricing information—submitted by Respondent is subject to disclosure under Chapter 552, Texas Government Code, and Respondent expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted.

## **V. DEFINITIONS**

A. Respondent, Proposer, Contractor, and/or Company: The prime General Contractor company to join the Architect, Owner representatives and Program Manager to ensure optimal Cost Control, Scheduling, Phasing of Packages and Construction of Owner facilities.

B. Program Manager: The entity contracted by the Owner to provide overall fiduciary responsibilities and direct oversight of the contractor and A/E Team to ensure performance of actions contributing to the success of the owner's objective.

C. RFP: Request for Competitive Sealed Proposals

D. Owner: Stafford Municipal School District

## **VI. TERM OF CONTRACT**

A. A contract awarded in response to this RFP will be for General Contracting Services for Stafford Locker Room Renovations. The Owner has defined project completion dates for the anticipated work. Time is of the essence for this project. All Work listed in the construction documents shall be substantially completed no later than the following:

- Stafford Locker Room Renovation - February 26, 2021

## **VII. SUBMISSION REQUIREMENTS**

A. Letter of Interest

B. Executive Summary – Each respondent must include an executive summary briefly highlighting the respondent's qualifications and shall include how the respondent is most qualified to meet the evaluation criteria.

C. Submission Questionnaire – Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional

information may be provided in a separate format, but the information requested below is to be provided in this format. Failure to provide clear, transparent, non-elusive answers will be deemed non-responsive and scored accordingly.

1. Firm Information

- a) Name of Firm
- b) Address of Principal Office
- c) Phone and Fax Number
- d) Primary Individual (Point) of Contact for this RFP

2. Firm Organization

- a) Form of Business Organization (corporation, partnership, individual, joint venture, other?)
- b) How many years has your organization been in business in its current capacity?
- c) How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
- d) If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.
- e) If your organization is a partnership, answer the following: Date of organization, Type of partnership (if applicable), and Name(s) of general partner(s).
- f) If your organization is individually owned, answer the following: Date of organization, Name of owner.
- g) If the form of your organization is other than those listed above, describe it and name the principals.

3. Experience

- a) Construction value
  - (1) What is the construction dollar value, year by year, of all work under contract in all locations by your company for the period of 2012-2017?
  - (2) What is the construction dollar value, year by year, of all work under contract in Texas by your company for the period of 2012-2017?
  - (3) What is the construction dollar value, year by year, of all work under contract in Harris County and Fort Bend County by your company for the period of 2012-2017?
  - (4) What percentage of your company total construction dollar value, year by year, does all work under contract in Harris County and Fort Bend County by your company for the period of 2012-2017 represent?
  - (5) What percentage of all work under contract in Harris County and Fort Bend by your company for the period of 2012-2017, has been K-12 school construction?

- (6) What is the full time equivalent (FTE) employee count in all Texas locations by your company for the period of 2012-2017?
- (7) What is the largest single executed contract value, year by year, by your company for the period of 2012-2017?

Section	2012	2013	2014	2015	2016	2017
VII.C.3.a)(1)						
VII.C.3.a)(2)						
VII.C.3.a)(3)						
VII.C.3.a)(4)						
VII.C.3.a)(5)						
VII.C.3.a)(6)						
VII.C.3.a)(7)						

b) Completed Work (through substantial completion) within the last thirty-six months: List K-12 school or municipal projects constructed by your organization in Texas; the Respondent is obligated to provide accurate contact information for contacting the persons named below during a survey process that will be used during the evaluation scoring. An oversized table format concisely depicting all projects is preferred. For each project, provide:

- (1) The name of the Owner
- (2) Name of the Project
- (3) State if the project was new construction, renovation, addition or combination
- (4) Type of contract (A101, A133, Owner Unique, etc.)
- (5) Nature of the project/scope of work for the site (Eg. Type of Site Improvements or similar project with similar features)
- (6) Area (SF)
- (7) Construction delivery method (CMAR, CSP, Hard Bid, Etc.)
- (8) Original contract (or GMP) cost
- (9) Final contract (or GMP) cost
- (10) Number of Change Orders(if any), either cost or time, (not change proposals, contingency expenditures or similar) with brief 150 word explanation, if desired
- (11) Contractual original completion date

- (12) Actual completion date
- (13) Number of claims filed by contractor with brief explanation
- (14) Number of RFI's
- (15) Name of major subcontractors
- (16) Owner (Primary contact) contact information:

- (a) Name,
- (b) title,
- (c) email address,
- (d) phone number

- (17) Architect contact information:

- (a) Name,
- (b) title,
- (c) email address,
- (d) phone number

c) Current Work: List up to five (5) projects of similar size and scope currently under construction by your organization. For each project, provide:

- (1) The name of the Owner
- (2) Name of the Project
- (3) State if the project is new construction, renovation, addition or combination
- (4) Type of contract (A101, A133, Owner Unique, etc.)
- (5) Nature of the project/scope of work for the site (Eg. Type of Site Improvements or similar project with similar features)
- (6) Size (SF)
- (7) Construction delivery method (CMAR, CSP, Hard Bid, Etc.)
- (8) Original contract (or GMP) cost
- (9) Number of Change Orders (if any) through current period, either cost or time, (not change proposals, contingency expenditures or similar) with brief 150-word explanation, if desired
- (10) Contractual completion date
- (11) Number of claims filed by contractor with brief explanation
- (12) Number of RFI's (To date)
- (13) Name of major subcontractors
- (14) Owner (Primary contact) contact information:

- (a) Name,
- (b) title,
- (c) email address,
- (d) phone number

- (15) Architect contact information:

- (a) Name,
- (b) title,
- (c) email address,
- (d) phone number

d) Contracting and Subcontracting:

(1) List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces?

(2) List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

4. Claims, Suits and Failure to Perform: (If the answer to any of the questions below is yes, please provide details). Note: Do not fail to respond to this question or furnish vague responses. Point totals available under this category of evaluation will be affected if you choose not to fully respond.

a) Has your organization ever failed to complete any work awarded to it?

b) Are there any judgments, claims, arbitration or mediation proceedings, or suits pending or outstanding against your organization or its officers?

c) Has your organization filed or been involved in any lawsuits or requested arbitration or mediation with regard to construction contracts within the last sixty months?

d) Within the last sixty months, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

5. Safety

a) State the Experience Modification Factor for each of the past 5 years.

b) List any safety awards your company has received within the past 5 years.

D. Financial Information

1. Attach an audited financial statement, including your organization's latest balance sheet and income statement showing the following items:

a) Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

b) Non-current assets (e.g., net fixed assets, other assets).

c) Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

d) Non-current liabilities (e.g., notes payable).

- e) Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
- f) Name and address of firm preparing attached financial statement and date thereof.
- g) Is the attached financial statement for the identical organization named under item VII.D.1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent subsidiary).
- h) Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- i) Provide name, address and phone number of your financial institution.
- j) Within the past 7 years, has your organization, any officer or principal of your organization, or any predecessor filed for bankruptcy? (if yes, please detail).

2. Bonding

- a) Provide name of bonding company and name and address of agent.
- b) What is the currently available bonding capacity of your company (bonding limit minus current obligations)? Respondent must provide a letter of statement from a bonding company that the general contractor is eligible to obtain both payment and performance bonds of the types described in this RFP. See **Error! Reference source not found.** for bond requirements.

E. Personnel

1. Given the scope and schedule of the project, identify the personnel proposed, specifically the Project Manager, Job Superintendent or Superintendent(s), and Field Operations personnel proposed to work on the project. Prior to contracting, the Owner may interview the Project Manager/Job Superintendent who will be assigned to the project. Please reference these personnel to projects listed in items VII.C.3.b) and VII.C.3.c) where possible.

- a) Provide a resume and references for each individual, stating:
  - (1) Proposed role on this project
  - (2) Description of responsibilities for this proposed role (what will this person do?)
  - (3) Relevant past project experience list with role that makes this individual the best choice for this project (Client, cost, seasonal construction schedule, repairs, renovations, new construction, HVAC, etc.)
  - (4) General background information: education, years of experience, registrations, affiliations, prior two (2) employers and years of service history
  - (5) Last three (3) completed or ongoing project assignments
  - (6) Contact information (Name, title, email address, phone number) for Owner's representative or Architect who could address

questions regarding this individual for the last three (3) completed or ongoing projects.

2. Provide an organizational chart outlining all personnel who will be assigned to the project and their responsibilities.

F. Small Business Program participation (see EXHIBIT N – SMALL BUSINESS PROGRAM (SBP) PARTICIPATION PLAN for additional information)

1. At a minimum, Respondent's proposal must include, in addition to EXHIBIT N – SMALL BUSINESS PROGRAM (SBP) PARTICIPATION PLAN, the following:
  - a) Respondent's commitment to meeting the small business participation goal of 25% for the project;
  - b) a description of previous projects where Respondent has successfully subcontracted work to small businesses, including the percentage (%) of work (construction cost) subcontracted to these firms under each project;
  - c) a narrative outlining Respondent's overall approach to subcontracting and how Respondent will solicit small businesses for participation in this Project; and
  - d) indicate what, if any, challenges Respondent anticipates in attaining SMSD's SBP goal.
2. Respondent should also provide a reference list of all customers noted in Past Performance References that included a Small Business or similar program where you have performed work similar to the type of work described in this RFP. Provide the contact person and the representative who served as the Small Business Development liaison, telephone number and email address.

G. Additional Information

1. Letters of Recommendation: Furnish five (5) letters of recommendation from past or current K-12 Texas school district customers of the respondent, preferably from those projects listed in section VII.C.3.b) and VII.C.3.c).

H. Optional Information.

1. Furnish any additional content not requested by other sections of this RFP that demonstrates the qualifications of your company

## **VIII. AMENDMENTS TO THE RFP**

- A. Changes, amendments, or written responses to questions received regarding this RFP will be posted on the Owner's website. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.



## **IX. RESTRICTIONS ON COMMUNICATION**

- A. The Respondent, or any agent or representative of Respondent shall not undertake any activities or actions to promote or advertise their qualifications or submission to any member of the Owner's Board of Trustees, the Owner's Administration or their respective staff persons, except as specifically requested in writing by to the named point of contact in section II.B at any time between the date of release of the RFP and the date of award of a contract by the Owner's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or submission submitted by Respondent's. Violation of this provision by Respondent or his/her/its agent may lead to disqualification of his submission from consideration.
- B. The Owner reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by Owner.
- C. Respondents shall comply with SMSD's Code of Silence – Policy CAA (Local), which states:

Purpose. The District shall implement a "code of silence" regarding the procurement of goods and services through competitive methods to enforce its commitment to ethical contracting standards and to improve accountability and public confidence.

Definition. For purposes of this policy, "vendor's representative" shall mean an employee, partner, director, Board member, or officer of a potential vendor or consultant, lobbyist, actual or potential subcontractor of a vendor, or any other individual or for-profit or nonprofit organization acting through or on behalf of any person seeking an award or on behalf of a group of interested individuals or members.

Procurement Methods. In accordance with law [see policies CH and CV], the District may purchase goods and services through one of the following procurement methods:

1. Competitive bidding for goods and services other than construction services;
2. Competitive sealed proposals for goods and services other than construction services;
3. A request for proposals (RFP) for goods and services other than construction services;
4. Any method provided by Chapter 2269 of the Texas Government Code for construction services;
5. A request for qualifications for professional services; and
6. Any other procurement method authorized by state law.

For purposes of this policy, "competitive solicitation" shall mean any RFP, bid, or other competitive solicitation issued pursuant to one of the foregoing procurement methods.

Applicability. The code of silence period applies to the acquisition of goods or services using the procurement methods identified above, as well as renewal periods for contracts previously awarded by the Board with renewal options.

"Code of silence" shall mean a prohibition on any communication regarding any competitive solicitation between:

1. Any person who seeks an award from the District or its affiliated entities (including, but not limited to, the SMSD Education Foundation), including a potential vendor or vendor's representative; and
2. A Board member, the Superintendent, the deputy superintendent, an executive team member, or other District representative who has influence on or is participating in the evaluation or selection process.

Furthermore, campaign contributions, gifts, donations, and any other items of value are prohibited between the parties defined above during the code of silence period. Also, candidates who have filed for election to the Board are subject to these limitations after the date on which the candidates have filed for office. The District shall review historical campaign finance reports to identify campaign contributions for the applicable period and shall hold newly elected Board members accountable as existing Board members during the code of silence period.

Exceptions. The code of silence shall not apply to communication with the District's legal counsel, chief financial officer, or director of operations, to the extent that they are not serving on the particular procurement committee, or with any individual specifically designated to be excepted from the code of silence in the competitive solicitation, provided that any such communications shall be limited to the purpose of obtaining clarification or information concerning the subject solicitation.

An exception shall also apply to specific members of the Board and the Office of Finance for the selection of external auditors or the Board's legal counsel, and to any other specific circumstances approved in writing by the Superintendent.

Nothing contained in this policy shall prohibit any potential vendor or vendor's representative from:

1. Making public representations at scheduled pre-bid conferences or scheduled selection and negotiation committee meetings;
2. Engaging in contract negotiations during any scheduled meeting;
3. Making a public presentation to the Board during any duly noticed public meeting; or
4. Conducting business on contracts previously executed and currently in force.

The potential vendor or vendor's representative shall send all written communication related to the foregoing items 1–4 directly to the chief financial officer.

Nothing in this policy shall prohibit the procurement committee's representative from initiating a contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purpose of obtaining additional clarifying information regarding a response to a competitive solicitation. Such contact, and any response thereto, shall be in writing and shall be provided to the members of the applicable procurement committee.

Time Period. The code of silence time period shall begin upon the issuance of a competitive solicitation. Additionally, the Superintendent or designee may invoke the code of silence at any time for any existing or anticipated procurement of goods or services. The authority of the Superintendent or designee to invoke the code of silence extends to any procurement method and is not limited to those procurement methods identified in this policy.

The code of silence time period shall officially end upon execution of the awarded contract by all required parties.

Regardless of the above time period, it is not acceptable for a potential vendor or vendor's representative to participate in determining the scope of work, strategic direction, technical specifications, or evaluation criteria of District projects subject to competitive procurement in a manner that limits fair and open competition or is otherwise prohibited by law.

Notification of Solicitation. The District shall provide public notice of all current procurements that are in the code of silence period on a public facing page on the District's website. A weekly e-mail notification containing notice of all procurements that have entered the code of silence period since the last e-mail shall also be sent by the chief financial officer to the Board, the Superintendent, the deputy superintendent, senior staff members, department heads, directors, managers, or other District representatives who have influence on or are participating in the evaluation or selection process for each competitive solicitation. The weekly e-mail notification is provided as a courtesy. Board members, candidates who have filed for election to the Board, and District employees are responsible for regularly reviewing the list of procurements subject to the code of silence maintained on the District's website before any interaction with a potential vendor.

Violation. Any suspected violation of this policy shall be investigated by the chief financial officer or an outside law firm and may result in any of the following being deemed void or voidable:

1. Any recommendation for award;
2. Any competitive solicitation award;
3. Any bid award to the potential vendor or the vendor's representative; or
4. A vendor's contract.

The potential vendor or vendor's representative determined by the Board to have violated this policy shall be subject to debarment from bidding and contracting activities of current and future projects for a period up to two calendar years. In addition to any other penalty provided by law, violation of this policy by a District employee may subject the employee to disciplinary action up to and including termination. Board members and candidates who have filed for election to the Board determined by the Board to have violated the code of silence or received campaign contributions, gifts, donations, or any other items of value prohibited under this policy shall abstain from voting on all matters relating to the particular vendor with whom the Board member engaged in a violation of the code of silence for a period up to two calendar years and may be subject to additional action as deemed appropriate by the Board.

In the event that a Board member or candidate unknowingly accepts a campaign contribution, gift, donation, or any other item of value from a vendor representative during the code of silence, the Board member or candidate shall have the duty to return the contribution, gift, donation, or other item of value within ten calendar days after becoming aware of the conflict with this policy.

Formal Complaints. This policy is not intended to prohibit contractors or their representatives from issuing formal complaints or concerns about potential conflicts of interest during the code of silence. Any such complaints or concerns should be communicated in writing to the chief financial officer.

## **X. EVALUATION**

A. The Owner will conduct a comprehensive evaluation of all responsive submissions timely received in response to this RFP. The Owner may appoint a selection committee to perform the evaluation.

B. Each submission will be analyzed to determine overall responsiveness, qualifications under the RFP and Respondent's cost proposal. Respondents will be scored based upon the criteria listed in this RFP. The Owner may request additional information from Respondent's at any time prior to final approval of a selected Respondent. Final approval of a selected Respondent is subject to the action of the Board of Trustees of the Owner.

C. The Owner reserves the right to conduct all research it deems necessary as part of its evaluation of Respondents including their previous clients.

D. In accordance with Section 2269.155 of the Tex. Gov't Code, the Owner will utilize the following criteria in the evaluation of responses:

<b>Points Value</b>	<b>Category</b>	<b>Evaluation Method</b>	<b>Reference Section</b>
50	Proposed Amount for Base Proposal	Respondent will receive a pro-rated share of the total available points in this category. A formula will be used as follows: (1-"Cost Factor" * points available in the category). A floor of zero points will be used in cases where "Cost Factor" is greater than 1. "Cost Factor" is determined as follows: ((Your base price proposal minus minimum of all base price proposals)/minimum of all base price proposals)	XIV
15	Evaluation Survey of Company References and Project Contacts	Respondent's references and stated project contacts will be sent a request to participate in a survey of your company. The weighted average overall score for your company will be used to allocate a pro-rated share of the total available points in this category. If 4 or fewer responses are received, your company will earn zero points for this category. You are responsible for accuracy of email address. A formula will be used as follows: ("Reference Factor" * points available in the category). "Reference Factor" is determined as follows: (Your average overall score/maximum possible average overall score)	VII.C.3.b), VII.C.3.c)
10	History of Company Performance	Respondent demonstrates consistent and average past and current workload to staff ratio, showing ability to adequately staff the work and company stability. Respondent shows no past history of claims, suits and failure to perform. Respondent shows low number of RFI Generated per project. Respondent shows ability to maintain cost with no cost increases. Respondent shows positive safety EMR score, relative to other respondents. Positive asset to liability ratio. Adequate bonding capacity. Strength of letters or reference.	VII.C.3.a), VII.C.3.b)(13), VII.C.3.c)(11), VII.C.4, VII.C.3.b)(14), VII.C.3.c)(12), VII.C.3.b)(8), VII.C.3.b)(9), VII.C.3.b)(10), VII.C.3.c)(8), VII.C.3.c)(9), VII.C.5, VII.D.1, VII.D.2, VII.G.1

15	Company Project Experience and Qualifications	Respondent <u>company</u> demonstrates similar company project experience by showing high proportion of Fort Bend and Harris County region work, projects of comparable cost, complexity and timeframe to the work in the RFP. Respondent demonstrates high proportion of past experience with subcontractors named in proposal.	VII.C.3.a), VII.C.3.b), VII.C.3.b)(15), VII.C.3.c)(13), VII.C.3.c), VII.C.3.d), XXVIII
10	Individual personnel project experience and qualifications	Respondent <u>individual personnel</u> proposed for the work in the RFP demonstrate similar project experience by showing high proportion of Fort Bend and Harris County region work, projects of comparable cost, complexity and timeframe to the work in the RFP. Organizational approach to the project is clear.	VII.E.1.a), VII.E.2
10	Small Business Program Participation Plan	Respondent will receive a pro-rated share of the total available points in this category according to the chart detailed.	XXVII

## **XI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

A. The Form of Contract will be AIA Document A101 – 2017 and Exhibit A, as modified by Owner, attached as Exhibit **SError! Reference source not found.**, and AIA Document A201-2017, as modified by Owner, attached as EXHIBIT t - AIA DOCUMENT A201-2017, as amended by owner, including incorporated reference files. Any exceptions to the AIA Documents, as modified by Owner, must be clearly indicated by the proposer in EXHIBIT G - DEVIATION AND EXCEPTIONS FORM. Each Proposer, by making its proposal, represents that the Proposer has read, understands, and agrees to the AIA Documents, as modified by Owner.

B. The Contract, if awarded, will be awarded to the Respondent whose Submission is deemed most advantageous and to provide the best value to the Owner, upon approval of the Owner's Board of Trustees.

C. The Owner may accept any Submission in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the Owner; however, final selection of a Respondent is subject to approval by the Owner's Board of Trustees.

D. The Owner reserves the right to reject any or all Submissions received in response to this RFP and to waive informalities and irregularities in the Submissions received. The Owner also reserves the right to terminate this RFP, and reissue a subsequent Solicitation, and/or remedy technical errors in the RFP Process.

E. This RFP does not commit the Owner to enter into a Contract, award any services related to this RFP, nor does it obligate the Owner to pay any costs incurred in preparation or submitting of the Submission for this RFP, or in anticipation of a Contract.

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

general of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

G. Criminal Background Checks: Respondent agrees to provide assurance that all employees and subcontractors of the Contractor who have contact with students have passed a criminal history background check current within the last year, as required by Texas Education Code Chapter 22.

## **XII. PROPOSAL MODIFICATIONS AND WITHDRAWAL PRIOR TO PROPOSAL OPENING**

A. A Respondent may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals. Modification requests must be received prior to the submission deadline. Modifications made before the submission deadline must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended or altered after the submission deadline with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to consideration of same.

B. Likewise, any Respondent may modify a proposal by submitting a supplemental proposal in person prior to the scheduled closing time for receipt of proposals. Such supplemental proposal should mention only additions or subtractions to the original proposal so as to not reveal the final prices or terms to the Owner until the sealed proposal is open.

C. The Respondent or his duly authorized representative may withdraw a proposal by request, provided such request is received by Owner at the place designated for receipt of proposals and prior to the time fixed for the submission deadline. The Proposal Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a proposal does not prejudice the right of the Respondent to file a new proposal at the time and place stated.

## **XIII. SUBMISSION CHECKLIST**

Use this checklist to ensure that all required documents have been included in the submission and that they are properly tabbed and appear in the correct order.

<b>PART 1 RESPONSE</b>		
<b>Document</b>	<b>Page Limit</b>	<b>Initial to indicate document is attached to submission</b>
VII.A Letter of Interest	Unlimited	
VII.B Executive Summary	Unlimited	
VII.C Submission Questionnaire	Unlimited	

VII.D Financial Information	Unlimited	
VII.E Personnel	Unlimited	
<p>VII.F Small Business Program participation (see EXHIBIT N – SMALL BUSINESS PROGRAM (SBP) PARTICIPATION PLAN for additional information)</p> <p>1. At a minimum, Respondent’s proposal must include, in addition to EXHIBIT N – SMALL BUSINESS PROGRAM (SBP) PARTICIPATION PLAN , the following:</p> <ul style="list-style-type: none"> <li>e) Respondent’s commitment to meeting the small business participation goal of 25% for the project;</li> <li>f) a description of previous projects where Respondent has successfully subcontracted work to small businesses, including the percentage (%) of work (construction cost) subcontracted to these firms under each project;</li> <li>g) a narrative outlining Respondent’s overall approach to subcontracting and how Respondent will solicit small businesses for participation in this Project; and</li> <li>h) indicate what, if any, challenges Respondent anticipates in attaining SMSD’s SBP goal.</li> </ul> <p>2. Respondent should also provide a reference list of all customers noted in Past Performance References that included a Small Business or similar program where you have performed work similar to the type of work described in this RFP. Provide the contact person and the representative who served as the Small Business Development liaison, telephone number and email address.</p> <p>Additional Information</p>	Unlimited	
VII.H Optional Information.	Unlimited	
EXHIBIT A –PROPOSAL FORM	Unlimited	
EXHIBIT B – BID BOND and BONDING LETTER	Unlimited	
EXHIBIT C - FELONY CONVICTION NOTIFICATION	Unlimited	
EXHIBIT D - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT	Unlimited	
EXHIBIT E – PROOF OF INSURABILITY	Unlimited	
EXHIBIT F - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE	Unlimited	
EXHIBIT G - DEVIATION AND EXCEPTIONS FORM	Unlimited	
EXHIBIT H – CERTIFICATE OF RESIDENCY	Unlimited	

EXHIBIT I - VENDOR STATEMENT OF DEBARMENT/SUSPENSION	Unlimited	
EXHIBIT J – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER	Unlimited	
EXHIBIT K - Form 1295-Certificate Of Interested Parties.	Unlimited	
<p>EXHIBIT L – CONFLICT OF INTEREST DISCLOSURE STATEMENT</p> <p>Stafford Municipal School District (SMSD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with SMSD or who seeks to do business with SMSD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:</p> <ol style="list-style-type: none"> <li>1) If the vendor has an employment or other business relationship with a local government officer of SMSD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or</li> <li>2) If the vendor has given a local government officer of SMSD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or</li> <li>3) <b>If</b> the vendor has a family relationship with a local government officer of SMSD.</li> <li>4)</li> </ol> <p><b>“Vendor”</b> means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. <i>Texas Local Government Code 176.001(7).</i></p> <p><b>“Business relationship”</b> 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 <i>conducted at a price and subject to terms</i> 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. <i>Texas Local Government Code 176.001(3).</i></p> <p><b>“Family relationship”</b> means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).</p>	Unlimited	



<p>“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).</p> <p><i>SMSD Board of Trustees and Superintendent include:</i></p> <table><tr><td>Christopher Caldwell</td><td>Ms. Alicia Lacy-Castille</td></tr><tr><td><b>Mr. Xavier</b> Herrera</td><td>Mr. Greg Holsapple</td></tr><tr><td>Mr. Ash Hamirani</td><td>Mr. Manuel Hinojosa</td></tr><tr><td>Ms. Jacqueline Jean-Baptiste</td><td>Dr. Robert Bostic, Superintendent</td></tr></table> <p>Current local government officers include, but are not limited to:</p> <table><tr><td>Dedrea Norman</td><td>Jaci Phenix</td></tr><tr><td>JP Grom (LAN)</td><td>Victor Fleming (LAN)</td></tr></table> <p><b><u>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.</u></b> In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.</p>		Christopher Caldwell	Ms. Alicia Lacy-Castille	<b>Mr. Xavier</b> Herrera	Mr. Greg Holsapple	Mr. Ash Hamirani	Mr. Manuel Hinojosa	Ms. Jacqueline Jean-Baptiste	Dr. Robert Bostic, Superintendent	Dedrea Norman	Jaci Phenix	JP Grom (LAN)	Victor Fleming (LAN)	
Christopher Caldwell	Ms. Alicia Lacy-Castille													
<b>Mr. Xavier</b> Herrera	Mr. Greg Holsapple													
Mr. Ash Hamirani	Mr. Manuel Hinojosa													
Ms. Jacqueline Jean-Baptiste	Dr. Robert Bostic, Superintendent													
Dedrea Norman	Jaci Phenix													
JP Grom (LAN)	Victor Fleming (LAN)													

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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.

Date

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 a completed questionnaire with the appropriate filing authority not later than the 7th business day after 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 family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer or family member of the officer. Complete subparts A and B for each employment or business relationship described. Attach additional copies of this questionnaire (CIQ) as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive investment 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 the local government officer or a family member of the officer AND the taxable income is from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with another business entity with respect to which the local government officer serves as an officer or director, or has 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 a gift 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.state.tx.us/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 a person and a local governmental entity 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 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 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

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local governmental entity or a family member of the officer that results in the officer or family member receiving 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;
- 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 a gift that has an aggregate value of more than \$100 in the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor;
- (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 governmental entity, or a family member of the officer, described by Section 176.001(1-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-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 local governmental entity 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 proposal 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 governmental entity 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.

<b>EXHIBIT M – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL</b>		
<b>PART 2 RESPONSE</b>		
EXHIBIT M – SMALL BUSINESS PROGRAM PARTICIPATION PLAN	Unlimited	
EXHIBIT O – KEY SUBCONTRACTORS	Unlimited	
EXHIBIT P – BID ALTERNATES FORM	Unlimited	
	Unlimited	

## Submit with Part 1

### XIV. EXHIBIT A –PROPOSAL FORM

Having examined the Request for Proposal prepared by the Owner, and in submitting this proposal, the undersigned agrees to the following:

1. To hold the proposal, open for acceptance by the Owner for 60 days.
2. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous and providing the best value to the Owner. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
3. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
4. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
5. The undersigned has reviewed the Contract and exhibits as modified by Owner and agrees to execute a final version of these contracts in accordance with the attached terms, subject to final approval by Owner.
6. By providing a response, each Respondent agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with: the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
7. The cost of developing a response is the sole responsibility of the Respondent. The Owner will not provide reimbursement of such cost and will not be liable for any preparation cost for any reason whatsoever.
8. The Owner reserves the right to divide the work in any manner that serves the best interest of and is the best value for the Owner.
9. Respondent has visited the site of the proposed work and has fully acquainted themselves with the existing conditions there and should fully inform themselves as to the facilities involved, and the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.
10. The unit price, if requested, for each of the several items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price proposal represents the total proposal. Any proposal not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

## Submit with Part 1

- 1. Contract Time:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 122 calendar days. The anticipated substantial completion date is as follows:

- Locker Room Renovations – March 12, 2021

- 2. Addenda:** The undersigned acknowledges receipt of:

Addenda 1 .....dated ..... --/--/----

Addenda 2 .....dated ..... --/--/----

Addenda 3 .....dated ..... --/--/----

Addenda 4 .....dated ..... --/--/----

Addenda 5 .....dated ..... --/--/----

Addenda 6 .....dated ..... --/--/----

- 3. Base Proposal:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01 21 00):

### Locker Room Renovation

\_\_\_\_\_ Dollars and no/100 \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

- 4. Contingency Allowance:** The undersigned agrees to include an Owner Betterment Allowance equal to **\$50,000** to be included in the Base Proposal lump sum (item above) to be utilized by Owner for items of work as per Section 01 21 00 of the Project manual:

### Locker Room Renovation

\_\_\_\_\_ Dollars and no/100 \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

## Submit with Part 1

5. **Total:** The sum of items 3 and 4, above:

### Locker Room Renovation

\_\_\_\_\_ Dollars and no/100 \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

6. **Unit Price:** The undersigned further agrees that, in case adjustments to the work or material is authorized from what is shown in the Contract, the following Unit Prices will be used in adjusting the Contract Price

#### UNIT PRICES – INTERIOR FINISHES

A. Provide unit pricing for the following finish work:

- |    |  |                      |
|----|--|----------------------|
| 01 | Demolish 12"x12" Vinyl Composition Tile  | _____ Sq. Foot (SF)  |
| 02 | Add / Delete 12"x12" Vinyl Composition Tile  | _____ Sq. Foot (SF)  |
| 03 | Add/Delete 4"x4" ceramic wall/floor tile   | _____ Sq. Foot (SF)  |
| 04 | Sawcutting of existing concrete to include removal of soil, rebar, vapor barrier, soil put back and concrete pour back | _____ Lin. Foot (LF) |

#### UNIT PRICES – ELECTRICAL POWER

A. Provide unit pricing for the following electrical work:

- |    |  |                 |
|----|--|-----------------|
| 01 | Add / Delete 120V Duplex Rec. On Nearby Circuit                                      | _____ Each (EA) |
| 02 | Add / Delete 120V Duplex Rec. On Dedicated Circuit, including 20 amp circuit breaker | _____ Each (EA) |
| 03 | Add / Delete 220V Rec. On Dedicated Circuit including 20 amp circuit breaker         | _____ Each (EA) |
| 04 | Add / Delete Two-Way Light Switch  | _____ Each (EA) |
| 05 | Add / Delete Two-Way Light Switch  | _____ Each (EA) |
| 06 | Add / Delete J-Box with 1-1/4" Conduit stubbed to above ceiling                      | _____ Each (EA) |

#### UNIT PRICES – DATA

A. Provide unit pricing for the following electrical work:

- |   |                 |
|---|-----------------|
| Add / Delete Data Port Wired to Nearest IDF / MDF | _____ Each (EA) |
|---|-----------------|

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

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

City ST Zip  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## Submit with Part 1

Printed Name/Title:\_\_\_\_\_ Signature:\_\_\_\_\_

State whether firm is a: ☐ Corporation ☐ Partnership ☐ Individual

### XV. EXHIBIT B – BID BOND AND BONDING LETTER

A bond in the amount of five (5) percent of the proposal issued by an acceptable surety licensed to do business in the State of Texas shall be submitted with each proposal. A certified check or bank draft payable to the Owner or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Proposal Bond. Respondents are advised that performance and payment bonds are required for each project.

The bond or its comparable, will be returned to the Respondent as soon as practical after the opening of the proposals.

Furnish Bid Bond.

Furnish a letter of statement from a bonding company that the general contractor is eligible to obtain both payment and performance bonds of the types described in this RFP. See **Error! Reference source not found.** for bond requirements.



## Submit with Part 1

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_  
\_\_\_\_\_, as SURETY are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the "Owner", in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated \_\_\_\_  
\_\_\_\_\_, for \_\_\_\_\_

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the  
same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified  
therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature,  
enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient  
surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event  
of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within  
the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the  
amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of  
the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_  
day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these  
present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

(SEAL)

Attest:

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

Affix  
Corporate  
Seal

Attest:

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

Affix  
Corporate  
Seal

Attest:

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

Countersigned

By \_\_\_\_\_

## Submit with Part 1

\* Attorney-in-Fact, State of \_\_\_\_\_

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_, Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate

Seal

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

\* Power-of-attorney for person signing for surety company must be attached to bond.

## Submit with Part 1

### XVI. EXHIBIT C - FELONY CONVICTION NOTIFICATION

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

Subsection (b) states "a school Owner may terminate a contract with a person or business entity if the Owner 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 Owner must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a Publicly-held Corporation.

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

Vendor's Name\_\_\_\_\_

Authorized Company Official's Name (Printed)\_\_\_\_\_

- ☐ My company is a publicly held corporation; therefore, this reporting requirement is not applicable: Signature of Company Official

\_\_\_\_\_

- ☐ b. My company is not owned nor operated by anyone who has been convicted of a felony.  
Signature of Company Official

\_\_\_\_\_

- ☐ c. My company 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)\_\_\_\_\_

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

## Submit with Part 1

### **XVII. EXHIBIT D - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

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

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

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

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

## **Submit with Part 1**

### **XVIII. EXHIBIT E – PROOF OF INSURABILITY**

Furnish proof of insurability meeting the requirements set forth in the Contract, attached to this RFP.

## Submit with Part 1

### XIX. EXHIBIT F - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

Circle below to indicate the business structure of Respondent

Individual/Sole Proprietorship

Partnership or Joint Venture

Corporation

Other Entity (State Type)

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

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

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

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

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

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

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

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

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

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

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

## **Submit with Part 1**

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

**Submit with Part 1**

**XX. EXHIBIT G - DEVIATION AND EXCEPTIONS FORM**

Any proposed deviations or exceptions to the Terms and Conditions and/or Specifications MUST be noted on this sheet. In the absence of any entry on this Deviation Form, the respondent assures the Owner of their full compliance with the Terms and Conditions and Specifications. The Owner will, at is sole discretion, determine whether the deviations listed below are acceptable. Furnish a description of the requested deviation, noting the impact that the proposed deviation will have on the cost and time of the project, if accepted by the Owner. THIS DEVIATION FORM MUST BE SIGNED BY EACH RESPONDENT WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS PROPOSAL. THE PROPOSAL FURNISHED SHALL NOT CONSIDER THE DEVIATIONS AND EXCEPTIONS LISTED BELOW.

DEVIATION:	Cost (+-)	Time (+-)
------------	-----------	-----------

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

Authorized Signature\_\_\_\_\_



## Submit with Part 1

### XXI. EXHIBIT H – CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Stafford Municipal School Owner to determine the residency of its bidders. In part, this law reads follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business in this state, including a

Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

“A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.”

I certify that \_\_\_\_\_  
(Name of Company Bidding) is, under Section: 2252.001 (3) and (4),

\_\_\_\_\_ Resident Bidder

\_\_\_\_\_ Non-resident Bidder

My or our principal place of business under Section: 2252.001 (3) and (4), is in the city of

\_\_\_\_\_ in the state of \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized Company Representative

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

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date

## Submit with Part 1

### XXII. EXHIBIT I - VENDOR STATEMENT OF DEBARMENT/SUSPENSION

I have read the conditions and specifications provided in the Request for Qualifications document attached. I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school Owners in the State of Texas or from receiving a federally funded contract under the Federal OMB, A-102, common rules. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency from which this transaction originated.

Name of Company/Firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

Company Official's Name: \_\_\_\_\_  
Printed

Company Official's Authorized Signature: \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER DATE \_\_\_\_\_

**PLEASE RETURN COMPLETED&SIGNED FORMWITH YOUR STATEMENT**

## **Submit with Part 1**

### **XXIII. EXHIBIT J – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

Complete and submit Internal Revenue Service for “W-9”

## Submit with Part 1

### XXIV. EXHIBIT K - FORM 1295-CERTIFICATE OF INTERESTED PARTIES.

Complete and submit Texas Ethics Commission Form 1295 at the Texas Ethics Commission web site at <https://ethics.state.tx.us/forms/1295.pdf>.

#### **Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application and attached to proposal)**

Owner is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Owner from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Owner at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
  - a) who has a controlling interest in a business entity with whom Owner contracts; or
  - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
  - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a) receives compensation from the business entity for the person’s participation;
  - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

#### **As a “business entity,” all vendors must:**

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  - **All vendors must complete Form 1295, even if no interested parties exist**
  - In Section 2, insert “Stafford Municipal School District”
  - In Section 3, insert “RFP #19-005” for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **submit** the completed Form 1295 by **attaching the form to your proposal.**

OWNER must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after receipt by OWNER. After OWNER acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from OWNER.

## Submit with Part 1

### XXV. EXHIBIT L – CONFLICT OF INTEREST DISCLOSURE STATEMENT

Stafford Municipal School District (SMSD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with SMSD or who seeks to do business with SMSD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 5) If the vendor has an employment or other business relationship with a local government officer of SMSD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 6) If the vendor has given a local government officer of SMSD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 7) If the vendor has a family relationship with a local government officer of SMSD.

**“Vendor”** means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

**“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. *Texas Local Government Code 176.001(3)*.

**“Family relationship”** means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.

**“Local government officer”** means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)*.

- **SMSD Board of Trustees and Superintendent include:**

Mr. Christopher Caldwell	Ms. Alicia Lacy-Castille
Mr. Xavier Herrera	Mr. Greg Holsapple
Mr. Ash Hamirani	Mr. Manuel Hinojosa
Ms. Jacqueline Jean-Baptiste	Dr. Robert Bostic, Superintendent

- **Current local government officers include, but are not limited to:**

Dedrea Norman	Jaci Phenix
JP Grom (LAN)	Victor Fleming (LAN)

## **Submit with Part 1**

**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.** In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

## Submit with Part 1

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>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.</b></p> <p style="margin-top: 20px;">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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>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.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <p style="text-align: center;">             _____              Signature of vendor doing business with the governmental entity           </p> <p style="text-align: right; margin-right: 100px;">             _____              Date           </p>		

## Submit with Part 1

### 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.



## Submit with Part 1

### XXVI. EXHIBIT M – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL

Respondent hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154)

If (a) Respondent is not a sole proprietorship; (b) Respondent has ten (10) or more full-time employees; and (c) the Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of the Agreement. For purposes of the Agreement, the term "boycott" shall mean and include 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 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.

Name of Company/Firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

Company Official's Name: \_\_\_\_\_

Printed

Company Official's Authorized Signature: \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

Submit with Part 2

XXVII. EXHIBIT N – SMALL BUSINESS PROGRAM (SBP) PARTICIPATION PLAN  
SMSD SUPPLIER DIVERSITY PROGRAM – REQUIRED FORM

SMSD’s supplier diversity program ensures that the District shall use its best efforts to inform small, women-owned, and minority-owned businesses of current and future purchasing activities. Pursuant to SMSD Board Policy CH (Local), the District shall encourage the participation of these businesses in purchasing of all goods and services. All solicitations issued by the District shall include this supplier diversity program form that is to be completed and submitted with the bid response.

If possible, the District shall attain 25 percent of its professional goods and services from small, women-owned, and minority- owned businesses.

In addition, the District shall make every effort to purchase goods and services from Stafford-owned businesses.

The following definitions shall apply:

- A “small business” shall be defined as a business entity that is in- dependently owned and operated and is not dominant in its field of operation. The business shall employ fewer than 50 employees and/or shall have less than \$3 million in annual business volume from this local operation.
- A “minority business” shall be a business entity that is at least 51 percent owned by one or more minority individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals and whose management and daily business operations are controlled by one or more of the minority individuals who own the entity. Minority individuals shall mean residents of the United States who are members of the following groups: African Americans, Hispanics, American Indians, Asian Americans, Alaska natives, or Pacific Islanders.
- A “woman business enterprise” shall mean a business entity that follows the same guidelines as a minority business but that is at least 51 percent owned by one or more women, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more women who own the entity.

Vendor certifies that it has the following supplier diversity classification(s):

Vendor certifies that it is a small business as defined above:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vendor certifies that it is a minority business as defined above:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vendor certifies that it is a woman business enterprise as defined above:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If Vendor is MWBE and/or HUB certified, please include a copy of the certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

-----  
**I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.**

Contractor’s Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## Submit with Part 2

Complete the Small Business Program participation plan form and submit the Exhibit at the time set forth in the RFP. Indicate the Subcontractor/Vendor name, Service Type, Certification Type and Approximate Dollar Amount anticipated from the Subcontractors/Vendors used in the Respondent's cost proposal.

### **SMSD Small Business Program**

SMSD has adopted a Small Business Program ("SBP") to provide increased business opportunities for locally certified small businesses to participate in contracting and procurement with the District. *See* SMSD Board Policy CV (Local). The SBP is a goal-oriented program, requiring contractors to whom the District awards prime contracts for construction services valued at \$50,000 or greater to use, at a minimum, good-faith efforts to utilize certified small businesses subconsultants, subcontractors, and suppliers. The SBP is not applicable to contracts for sole-source items, federally funded contracts, contracts with other governmental entities, contracts/purchases made through a cooperative purchasing program, and those contracts that are otherwise prohibited by applicable law or expressly exempted by the District. All SBP exemptions must be approved by the Superintendent or designee. The SBP is a race- and gender-neutral program, open to participation without regard to race, color, sex, religion, national or ethnic origin, age, or disability.

To be eligible as a small business under the SBP, a business shall:

- (1) Demonstrate that the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.
- (2) Have one of the following eligible small business certifications:
  - Port of Houston Authority SBE Certification;
  - Metropolitan Transit Authority of Harris County (METRO) SBE Certification;
  - City of Houston SBE Certification;
  - Fort Bend Independent School District SBE Certification; or
  - Any other certification agency specified by the District in the procurement solicitation, as may be appropriate for the particular procurement and determined by the Superintendent or designee.

In eligible procurements, the District may award additional scoring points to a bidder or proposer based on the bidder or proposer's SBP participation, up to a maximum of 10% of the total available points. The District may likewise consider a bidder or proposer's failure to achieve SBP participation commitments on previous District projects when scoring of a subsequent bid or proposal. The weighted point values available to a bidder or proposer related to SBP participation shall be published with all other weighted selection criteria in the procurement solicitation. Any exceptions must be approved by the Superintendent or designee.

**Bidders or proposers who fail to submit a Small Business Plan and/or other required information relating to SBP participation in response to a procurement solicitation issued by the District may result in a bid/proposal being deemed non-responsive or result in a reduction of the bidder or proposer's score during the procurement process.**

Prior to any consideration of a bid or proposal by the Board of Trustees for a contract award, the District shall review submitted bids and proposals for verification of SBP participation and shall report the data to the Board in the bid or proposal tabulations provided with the agenda item.

## Submit with Part 2

For this Project, SMSD has a small business participation goal of **Twenty-Five Percent (25%)**.

If, in the opinion of the Evaluation Committee, Respondent's Proposal meets the stated small business participation goals, the total amount of eligible points will be awarded for small business program participation, as follows:

<b>Proposed SBP Participation Plan</b>	<b>Available Points</b>
Less than 5%	0
5% - 9%	2
10% - 14%	4
15% - 19%	6
20% - 24%	8
25% or more	10

Points shall be awarded in accordance with the Proposal based on the Respondent's commitment to small business subcontracting stated in the solicitation document and the published point distribution sliding scale.

If the Respondent itself is a certified Small Business who plans to self-perform work, the value of such self-performed work shall be included in calculating the eligible points for small business participation to the Small Business Respondent, in addition to the value of work subcontracted to another small business.

If the Respondent itself is not a certified Small Business but has joint-ventured with another certified Small Business, only the value of work to be self-performed by the certified Small Business Prime contractor will be included in calculating the eligible points for small business participation to the Small Business Respondent/joint venture, in addition to the value of work subcontracted to another small business.

Once selected, all prime construction contractors ("Contractor") working with SMSD on SBP-eligible construction projects shall be required to submit the SMSD Subcontractor Progress Assessment Form with each application for payment, requesting payment be made for Work performed by a subcontractor who qualifies as a "small business" under SMSD Board Policy CV (Local). The Contractor shall also ensure that, once Contractor makes the applicable payment to the Small Business Subcontractor, the subcontractor completes the SMSD Subcontractors/Subcontractors/Suppliers Payment Certification Form in its entirety. Contractor agrees to submit the completed copies to Owner with the next application for payment. The Owner reserves the right to withhold payment from Contractor if the completed SMSD Subcontractors/Subcontractors/Suppliers Payment Certification Form is not received by the Owner.

## Submit with Part 2



### CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

Respondent presents the following participants in this solicitation and any resulting Contract. All Respondents, including small businesses bidding as Prime Contractors, are required to demonstrate good-faith efforts to include eligible small businesses in their Proposals.

Contractor	Specify in Detail Type of Work to be Performed	Indicate below, the following Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Dollar Amount
Business Name: _____ Business Address: _____ Telephone No. _____ Contact Person Name / E-Mail: _____				
<b>Small Business Subcontractor(s)</b> (Attach separate sheet if more space is needed)				
Business Name: _____ Business Address: _____ Telephone No. _____ Contact Person Name / E-Mail: _____				
Business Name: _____ Business Address: _____ Telephone No. _____ Contact Person Name / E-Mail: _____				
<b>Non-Small Business Subcontractor(s)</b> (Attach separate sheet if more space is needed)				
Business Name: _____ Business Address: _____ Telephone No. _____ Contact Person Name / E-Mail: _____				
Business Name: _____ Business Address: _____ Telephone No. _____ Contact Person Name / E-Mail: _____				

Business Name: \_\_\_\_\_ Submitted by (Name): \_\_\_\_\_ Contractor's Price/Total \$ \_\_\_\_\_  
 Address: \_\_\_\_\_ SB SubContractor's Price/Total \$ \_\_\_\_\_  
 Telephone/Fax: \_\_\_\_\_ Non-SB SubContractor's Price/Total \$ \_\_\_\_\_  
 GRAND TOTAL \$ \_\_\_\_\_

**Submit with Part 2**

**XXVIII. EXHIBIT O – KEY SUBCONTRACTORS**

Provide the names of the key subcontractors used in the preparation of your proposal. The companies named may be identical to the companies named in EXHIBIT N – SMALL BUSINESS PROGRAM (SBP) PARTICIPATION PLAN.

Mechanical\_\_\_\_\_

Electrical\_\_\_\_\_

Plumbing\_\_\_\_\_

Ceramic Tile/Floor\_\_\_\_\_

Drywall\_\_\_\_\_

Fire Alarm \_\_\_\_\_

State Self-Performed Work\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Submit with Part 2

### XXIX. EXHIBIT P – BID ALTERNATES FORM

**Alternates:** If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated

Alternate NO. 1: : **N/A**

Add/Deduct \_\_\_\_\_ Dollars and no/100 \$ \_\_\_\_\_

(Amount written in words governs)

(Amount in figures)

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

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

City

ST

Zip

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

State whether firm is a: ☐ Corporation ☐ Partnership ☐ Individual

**XXX. EXHIBIT R – PREVAILING WAGE RATES**

**Prevailing Wage Rates - School Construction Trades  
Effective March 1, 2016  
Texas Gulf Coast Area**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Asbestos Worker	\$15.42
Bricklayers; Masons	\$18.34
Carpenters/Caseworker	\$21.50
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$16.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$19.87
Heavy Equipment Operators	\$18.18
Insulators	\$16.16
Ironworkers	\$18.14
Laborers	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.53
Millwrights	\$20.69
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$25.70
Plumbers	\$26.50
Roofers	\$18.80
Sheet Metal Workers	\$20.46
Sprinkler Fitters	\$25.10
Steel Erector	\$19.33
Terrazzo Workers	\$19.67
Tile Setters	\$19.83
Waterproofers/Caulkers	\$19.00

This document was developed by PBK Architects, Inc. in strict accordance with the Texas Government Code Chapter 2258.



**Prevailing Wage Rates  
Worker Classification Definition Sheet**

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Caseworker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids & ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems & HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back-filler, power operated shovel, winch truck, all trenching machines.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete Rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofing / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

**END OF DOCUMENT**

This document was developed by PBK Architects, Inc. in strict accordance with the Texas Government Code Chapter 2258.

**XXXI. EXHIBIT S - AIA DOCUMENT A101-2017 AND EXHIBIT A, AS AMENDED BY OWNER**

**XXXII. EXHIBIT T - AIA DOCUMENT A201-2017, AS AMENDED BY OWNER**