

Dear Bidder:

SUBJECT: RFQ 21-008 – REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES FOR STISD CONSTRUCTION PROJECTS 2021-2022

The South Texas Independent School District is requesting Statement of Qualifications from interested Construction Management firms. In case of mailed proposals or any correspondence concerning proposals, the district will not be held responsible for lost or late mail.

Statement of Qualifications must be submitted to the office of Marla R. Knaub, Assistant Superintendent for Finance & Operations, 100 Med High Drive, Mercedes, Texas, 78570, no later than **Monday, October 18, 2021 at 2:00 PM.** Please submit one (1) original, two (2) copies, and (1) digital copy on a USB drive of the RFQ Proposal.

If further information is needed, contact Marla R. Knaub, Assistant Superintendent for Finance & Operations, at 956-565-2454. Please mark your envelope or package as follows:

RFQ 21-008 – REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES FOR STISD CONSTRUCTION PROJECTS 2021-2022

Sincerely,



Marla R. Knaub
Assistant Superintendent for Finance & Operations

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES

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I. PURPOSE OF REQUEST FOR QUALIFICATIONS

The Board of Directors of South Texas Independent School District is in the process of seeking Request for Qualifications, RFQ's, for Construction Manager Services for the STISD Construction Projects.

Please note that the Request for Qualifications must be received on October 18, 2021, by 2:00 P.M. at the address below. One (1) Original, two (2) copies (clearly marked), and (1) digital copy on a USB drive of the proposal must be sealed and delivered to:

South Texas Independent School District Attn: Marla R. Knaub 100 Med High Drive Mercedes TX 78570 RFQ 21-008 Request for Qualifications Construction Management Services for STISD Construction Projects

INQUIRIES: All questions prior to the closing date should be e-mailed to Marla R. Knaub, Assistant Superintendent for Finance & Operations to marla.knaub@stisd.net. Inquiries should make reference to specific section numbers of the RFQ.

II. BACKGROUND

The South Texas ISD will be seeking Construction Management Services for the STISD Construction Projects for 2021-2022

1. **GENERAL DESCRIPTION OF THE PROJECTS:** The District reserves the right to add, delete or modify projects during the term of this contract. The district has the intent to select Architect and Engineering firms with proto-type designs for construction projects.

DESCRIPTION
Project : STISD Construction Projects for 2021-2022

2. CONSULTANT'S CONSTRUCTION MANAGEMENT FUNCTIONS AND SERVICES:

- a). The Consultant's services consist of those services performed by the Consultant's employees and other consultants to be retained by Consultant through this RFQ.
- b). The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care of each professional service to be provided by Consultant and the orderly progress of the Work.

- c). The services covered by this RFQ will be subject to the time limitations contained in each separate Construction Contract to be entered into by the Owner, all as envisioned in the Owner's bond program.
- d). The Consultant's services shall be completed in accordance with the schedules for the design and construction of each separate project, which are subject to adjustments as each Project proceeds. Whatever time limits or schedules have been agreed to or will be agreed to in the future in connection with Owner's Bond Program may not remain and may be adjusted one or more times. Consultant acknowledges the need for these adjustments of schedules and has made provision in its fee and organization of resources to accommodate these adjustments without requesting additional compensation.

3. EXAMPLE OF CONSTRUCTION MANAGEMENT SERVICES:

- a). For purposes of illustration only, the Consultant services are generally outlined in the chart under the title "Construction Management Services."
- b). The chart illustrates generally the category of services to be provided by the Consultant, the sequence of those services and how those services will interrelate with the services of other design professionals during the Design Phase and the Construction Phase. This in no way limits the duties and obligations of the Consultant, which are set out in more detail elsewhere in this RFQ.

CONSTRUCTION MANAGEMENT SERVICES	
Mobilization	
Office staff, implement communication systems, secure offices and other expenses	
All Phases of Program Execution Plan	
Serve as point of contact for the Owner. Establish overall schedule with key milestones, referred to as Master Project Schedule (MPS). Provide cost and schedule control systems, Lead partnering and team building activities to build the project team, Brief the governing board and executive sponsors at regular intervals and as required. Conduct meeting of the key project participants on regular intervals and as required. Provide customer interfacing to resolve issues, provide guidance and insight, and to address concerns, if applicable. Execute and oversee quality assurance program in order to protect interest of Owner.	
Testing Lab Selection	
Assist with review and evaluate potential design testing lab(s) qualifications for capability to perform scope of work and meet schedule. Negotiate with the selected firms and assist in contract preparation and review.	
Review Programming	
Meet with Executive Staff and Architect/Engineer to review programming and establish communication systems, special equipment and furniture	

CONSTRUCTION MANAGEMENT SERVICES
needs and provide data to architects.
Construction Documents Phase
Review and evaluate soil testing results and make recommendations to A&E firms.
Ensure compliance with applicable building code and design guidelines, including TEA IFA/EDA requirements.
Continue weekly or bi-weekly meetings between Owner & Architect to review and evaluate design documents for compliance with guidelines to ensure architect is achieving the required level of detail; mechanical and electrical systems, etc..
Advise Owner of any adjustments to preliminary Statement of Probable Construction Cost.
<u>Conduct more detailed cost estimates, including</u> independent estimate at end of Design Development and provide Owner with a detailed report.
Coordinate, review, evaluate and recommend approval of all design development documents submitted by architects and consultant engineers for compliance with STISD's design guidelines, detailed program needs and performance specifications per campus
Assist owner with furniture layouts and equipment and coordinate with construction documents.
Submit to owner a proposed schedule for design and construction.
Continue bi-weekly design review meetings either on site or through video conferencing.
Conduct weekly Construction Management meetings with Owner to update on progress, financial status, construction issues and use of project contingencies.
<u>Advise Owner on any adjustment to previous Statements of Probable Construction Cost.</u>
Coordinate with government entities for permit, building permit reviews, and other approvals.
Coordinate, review, evaluate and recommend approval of all construction documents submitted by architects and consultant engineers for compliance with STISD's design guidelines, detailed program needs and performance specifications per campus before procurement of contractor.
Contractor Procurement Phase
Review standard construction contract for billing, procurement, timelines, change orders, applications for payment and all processes required.
Assist Owner with contractor selection criteria and review of contractor

CONSTRUCTION MANAGEMENT SERVICES
qualifications and capability to perform scope of work and comply with schedule, programming guidelines and specifications.
Assist Owner with negotiating and value engineering with Contractors; re-bid or re-negotiate Project if lowest bid or proposal is greater than Project budget after selection of contractor by Owner.
After selection of contractor by Owner, assist Architect with transmitting standard procurement requirements to contractors and subcontractors.
Review information submitted by contractor to include insurance, employee pay scales, material suppliers, subcontractors list, bonds, and financing.
Construction Phase
Serve as the Owner's Point of Contact during construction.
Conduct Partnering sessions at the beginning of each Project. Conduct periodic update sessions.
Conduct construction update meetings at construction sites on a scheduled and as-needed basis and must attend all project progress meetings.
Review and sign off on major required documents/outlines from contractor including Quality Control Plan, Safety Plan, Environmental Compliance Plan, Minority Contracting plan, and Texas Architectural Barriers Plan and report to Architect and Owner
Review Contractor cost control plan with Architect and Owner
Evaluate requests for proposed Change Orders and Construction Change Directives and make recommendations.
Conduct site visits and inspections as determined by Consultant to review work in place and report in a standard format to Owner with reference to STISD facilities standards/specifications, schedules and budgets, and to assure Owner that all work has been completed in accordance with the plans and specifications.
Assist Owner in contracting with Independent Testing Firms. Review testing program results and advise owner and architect.
Administer Construction Contract and General Conditions & act as Owner's representative. Act as conduit between Architect and Contractor. Review compliance with all plans, specifications and required terms and conditions and report to Owner on status.
Review all submittals and obtain Owner approvals needed; colors, brick, etc.
Monitor Requests For Information and A/E responsiveness.
Review Contractor's Building Commissioning and Turnover Plan.
Evaluate payment applications and make recommendations on approval of requests for progress payments.
Perform final inspections and review punch list work.
Advise owner of substantial completion dates to facilitate owner provided furniture and equipment.
Commissioning/Turnover Phase
Plan for furnishing procurement and building turnover
Review the results of the HVAC Test and Balance for compliance with construction contract requirements.

CONSTRUCTION MANAGEMENT SERVICES
Oversee turnover of all certification documentation and submittals to proper agencies on behalf of Owner.
Coordinating training of facility maintenance staff for familiarization with all systems.
Warranty/Occupancy
Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.
Generate and deliver tickler file of all warranty deadlines for each project.
Coordinate closing reviews of warranty items after a 30 day and 6 month period.

4. CONSULTANT'S CONSTRUCTION MANAGER SERVICES:

- a). The Consultant's services to Owner shall be provided during each phase of the Projects: Mobilization, Design-Professionals Selection, Design, Construction and Commissioning and Occupancy.
- b). It is important to point out that for the duration of the Contract; the "Consultant" is considered an extension of the "Owner".
- c). The Parties do not intend to relieve the Architect of its traditional responsibilities, but to identify the areas that the Consultant will assist the Owner.
- d). Section C.1. outlines the professional project management services expected of the Consultant compared to the services expected from the multiple Architect-Engineers employed on the bond program.
- e). The Consultant will provide cost estimating, eliminating it from the basic services provided under the Architect's contract. Having the Consultant as central cost estimating control point for all of the Owner's construction will help provide consistent cost estimating.
- f). **Total Project Budgeting and Conceptual Cost Estimating:**
 - (i) The Consultant will use a Best Practice called Total Project Budgeting Method to identify all the costs of the Projects, not just the design and construction costs. Special studies, materials testing, permitting and connection fees, furnishings, equipment, and initial outfitting costs are items often omitted from the budget, only to be discovered later.
 - (ii) The Consultant's process and experience greatly reduces unpleasant surprises. The Consultant will use construction-savvy, independent cost estimators who know how to estimate from conceptual project plans.
 - (iii) There is an art to conceptual estimating not possessed by most estimators who need detailed drawings and specifications to prepare an estimate.
 - (iv) These conceptual estimates involve collaboration with the Owner, Architects, and Engineers to be as accurate as possible. The breakdown of the estimate itself becomes the foundation for the cost control system for the project.

- (v) The estimates can be benchmarked against original program estimates during design, and then later compared to the actual bids and cost proposals received prior to construction.
- (vi) The Consultant will implement a Best Practice referred to as Constructability. Constructability is the integration of construction knowledge and expertise into all phases of the project to improve cost-effectiveness.
- (vii) Research has shown that the utilization of constructability in a formal program saves projects an average of 5% in total construction costs. A tracking system will be used to monitor the savings generated.

g). **Master Program Schedule (MPS):**

- (i) The Consultant brings the scheduling expertise in this early pre-program planning phase to define realistic schedules and allow the Owner every opportunity to optimize the completion of the critical projects.
- (ii) Understanding the schedule details and proactively accelerating the schedule in the early stages will result in significant reductions in time, without increasing project costs.
- (iii) The MPS used by the Consultant as an interactive, “what if” planning tool will allow the Owner to look at various scheduling options to meet the Owner's goals and objectives.

h). **Facilities Standards and Design Guidelines:**

- (i) Completion of projects of high quality that meet the Owner's expectations begins with defined facility standards and established design guidelines.
- (ii) These standards and guidelines become a key part of the instructions to the designers, regardless of the project delivery method. They also heavily influence the initial capital construction cost, as well as the life-cycle operation and maintenance cost.
- (iii) The Consultant has experience in establishing standards for a wide variety of owners. While the Consultant has access to many institutional standards, the Consultant knows that the Owner is unique.
- (iv) Skillful selection of standards appropriated for the institution is very important. Buildings often cost far more in the lifetime of operation and maintenance than they do in initial construction.
- (v) With campuses in particular, standardizing equipment and systems increases the efficiency and productivity of the physical plant staff.
- (vi) The Consultant design guidelines will typically be broken down into the following categories:
 - o Architectural Design
 - o Structural Design
 - o Mechanical Design
 - o Electrical Design
 - o Energy Conservation Design
 - o TEA School Facilities Standards and Guidelines

5. Design guidelines insure that architects and engineers are aware from the beginning of the requirements of agencies such as:

- Environmental Protection Agency - for compliance with environmental protection requirements
- Texas Department of Licensing and Regulation, Elimination of Architectural Barriers Division - for compliance with state requirements and the Americans with Disabilities Act

- Texas Natural Resources Conservation Commission — for environmental conservation and management
 - Texas Historical Commission - for historic landmark designation
 - Texas Antiquities Commission - for archeologically significant sites
 - Local land use restrictions
 - Community fire protection requirements
 - Local historic districts
 - Others
6. Technical standards, which the Consultant has prepared under its previous contract, will ensure the desired quality and compatibility with the Owner's other planned institutional systems. These technical standards are:
- Acoustical Design - Background Noise Design Criteria for Typical Occupancies
 - Civil Engineering Criteria
 - Construction Criteria
 - Electrical Criteria and Guideline Specifications
 - Furniture, Furnishings & Accessories Criteria
 - Guidelines for Architect-Engineer Services Preparation of Project Manuals
 - Constructability Standards
 - Landscape - Site Development Criteria
 - Mechanical Criteria and Guideline Specifications
 - Structural Criteria
 - Equipment or system specifications or standards
 - Existing special purchase arrangements with vendors for certain equipment/systems
 - Sole source requirements for equipment (to be compatible with existing systems)
7. **Document Preparation for Selection and Contracting:**
- a). The Consultant has significant experience in the designer's and contractor's selection process.
- The Consultant is knowledgeable in a variety of procurement strategies for major project work including competitive bids, issuing Request for Qualifications and Request for Competitive Sealed Proposals, and guiding committees through fair, objective, and equitable selections that are appropriately documented.
- b). The Consultant recognizes the value of engaging local designers and contractors and works to be inclusive, recognizing when out-of-the-area expertise is needed. The Consultant will draft all documents for solicitation of designers, construction managers, contractors, and design-builders.
- c). Additionally, the Consultant has access to all forms of owner-oriented design and construction contracts that should be drafted and published in each project Request for Qualification/Request for Competitive Sealed Proposal.
8. **Designer/Constructor Selection, Negotiation, and Contract Award:**
- a). The Consultant has significant experience in selecting designers for major project work. As Construction Manager, the Consultant will assist with the Owner's selection of designers for direct contracting with the Owner.
- b). The Consultant shall recommend constructors under a variety of project delivery methods. The Owner's Construction Management approaches differ depending on the delivery system, the selection process, and the contract type
- c). The Consultant will write, negotiate, and administer all design and construction contracts, subject to collaboration and approval of counsel, staff, and the Board of Directors

9. Schematic Design and Design Development Phases:

- a). The schematic and design development phases are extremely important in the project process. This is the phase when the ability to influence the outcome of the project is the greatest. During these phases, the Consultant will collaborate with the users, while maintaining cost and schedule control.
- b). Monitoring costs during these phases is often forgotten, and the seeds for cost overruns are sowed.
- c). The Consultant will work closely with the designer to ensure that the program objectives are accomplished, and will provide continuing estimates of the design as it develops. The Consultant will continue the implementation of a formal Constructability program throughout the design process.

10. Project Definition Rating Index (PDRI)

- a). The Consultant will continue to use the Project Definition Rating Index (PDRI), which measures the quality of pre-project planning and project scope definition.
- b). The PDRI serves as a quantitative predictor of project outcome and a communications tool for the project team.
- c). The Consultant will conduct detailed design reviews during this stage.
- d). The Consultant will work with the construction manager and the designers to determine subcontract-packaging decisions for the construction phase.
- e). At the end of design development, the Consultant will establish a construction budget, and will seek approval of the design and budget by the governing board.
- f). The Consultant will lead the project team through the Schematic Design and Design Development Phases.

11. Detailed Design/Construction Working Drawings and Specifications:

- a). During this phase, the Consultant will review the detailed design for the competitive bids, competitive sealed proposal, or subcontract packages prior to the construction manager or design-builder's solicitation of subcontract bids.
- b). For selected specialty contractors, the Consultant will look for opportunities to involve them early in the design process.
- c). This is especially important for technically complex systems, such as mechanical, electrical, and plumbing.

12. Construction Administration:

- a). The Consultant will bring hands-on constructor expertise to the oversight of construction contractors.
- b). The Consultant will ensure that the best subcontractors and tradesmen are working on this project, utilizing the local market to the fullest. Safety is a key program that receives priority attention. Safety on the site for construction personnel is always important, but it is especially important for students, staff, and visitors.
- c). The Consultant will develop and coordinate safety programs during construction.
- d). Quality control programs will be implemented, providing for inspection and testing services, mockups for major finishes and important systems, and pre-installation inspections to minimize rework.

- e). Major roles of the Consultant in the field are to coordinate contractors, and provide for a user- friendly interface with the local campus affected.

13. Additional Construction Services - Notwithstanding the foregoing responsibilities, during the Construction Phase, Consultant shall have the following responsibilities:

- a). The Consultant shall be a representative of and shall advise and consult with the Owner in Owner's dealings during construction until final payment of the Contractor is due.
- b). During the Construction Phase, the Consultant shall visit the site on a regular basis as reasonably necessary to the state of construction to confirm that the progress and quality of the Work completed and being performed is proceeding in a manner consistent with the plans and specifications and Owner's Program and that the Work, when completed, will be in accordance with the Contract Documents. On the basis of its site visits, Consultant shall inform the Owner of the progress and quality of the Work and shall guard the Owner against defects and deficiencies in the Work.
- c). The Consultant shall provide the Owner with a written report following each on-site Visit.
- d). The Consultant shall review all Contractors' Applications for Payment and advise Owner or the reasonableness under the terms and conditions of the Construction Contract.
- e). The Consultant shall develop an appropriate policy to audit the certification for payment at key junctures, based on the Consultant's observations at the project site as provided and, on the data, comprising the Application for Payment, to determine that the Work has progressed to the point indicated therein, and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The Policy shall include at least one comprehensive audit on each Project by Consultant of a Certificate for Payment to include (1) an exhaustive or continuous onsite inspection to check the quality or quantity of the Work, (2) to review construction means, methods, techniques, sequences or procedures, (3) to review copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, which right, the Owner will expressly reserve in its Construction Contract.
- f). The Consultant shall recommend to the Owner (a) to reject Work which does not conform to the Contract Documents, and (b) to require additional inspection or testing of the Work whenever, in the Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.
- g). The Consultant shall review and recommend approval or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of (1) assuring compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) assuring that the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents.
- h). The Consultant shall recommend processes to assure that work does not proceed: (1) in the absence of approved shop drawings and submittals, (2) without approval of safety precautions, (3) without approval of construction means, methods, techniques, sequences or procedures for those elements of the work in which these are critical to the overall project.
- i). The Consultant shall develop proper procedures to assure that Consultant can independently confirm warranties and certifications to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

- j). The Consultant shall review and recommend all Change Orders and Construction Change Directives.
- k). The Consultant shall review all requests for Substantial Completion and Final Completion and provide its comments on behalf of Owner.

14. Facility Furnishing, Commissioning, Turnover, and Initial Operations - Often forgotten in the project process are training the physical plant staff; and furnishing, equipment, and initial operation of the new facility.

- a). The Consultant will furnish procurement and training programs that ensure that the facility maintenance and operations personnel are familiarized with and can manage and operate new building systems.

15. Warranty Period/Operation and Maintenance — While most firms are off the job by the end of the construction phase, the Consultant will remain proactive in assuring warranty obligations are met and professional interpretations are rendered as to responsibility for adjustment and repairs. The Consultant does not just accept a standard one-year warranty for everything, but looks for opportunities to cost-effectively use extended warranties for critical and complex systems.

16. Evaluating Project Performance and Lessons Learned - The bottom line is delivering a project within the budget, on time, and with a level of quality that meets or exceeds customer expectations. The Consultant measures and evaluates the facilities throughout the process and in a post-occupancy mode, so that the Consultant can continuously improve projects in process, as well as apply lessons learned to planned projects.

III. SELECTION PROCESS

In procuring the services of a Construction Manager, South Texas ISD will follow the process below:

1. First, the District will select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications for the project **(See attached Exhibit A)**
2. Next, the district will negotiate with the selected provider a contract at a fair and reasonable price.
3. If a satisfactory contract cannot be negotiated with the most highly qualified provider, the district shall formally end negotiations and select the **next** most highly qualified provider.
4. South Texas ISD will continue the above process until a contract is entered into. South Texas ISD Board of Directors reserves the following rights, but not limited to:
 - Starting date to be negotiated
 - To terminate contract by giving a 30-day written notice

- To pay for services on a monthly basis
- To reject any and all negotiated proposals
- To waive any technicalities and informalities
- To negotiate the terms of the proposal
- Selection will be based on what is determined to be in the best interest and most advantageous to STISD.
- Selection may be made based on past experience

IV. RESPONSE FORMAT AND CONTENTS (TABS REQUIRED)

The responses to this Request for Qualifications will consist of ten (10) specific information subject areas which must be completed and returned in the order indicated below with each section divided and number tabbed with the appropriate section title.

1. COVER LETTER

Your packet will include a cover letter at the beginning of the Request for Qualifications. The cover letter shall provide a summary of the information presented in the Request for Qualification to include names, telephone and contact numbers of person(s) authorized to provide any clarification required. This cover letter shall also include the name of the person(s) authorized to conduct final contract negotiations on behalf of the company.

2. COMPANY INFORMATION

Include in this section your company name, address, telephone number, fax number, company background, year current firm was established, name of parent company (if applicable), principal owners, Texas registration number, type of organization (individual, partnership, corporation, joint venture, etc.)

3. PROJECT REFERENCES

Include in this section a list of five (5) education-related projects that would be representative of your firm's work and services provided; to include project name, district, contact person, phone number, project description and services provided.

4. QUALIFIED SERVICE PERSONNEL

Include in this section your firm total number of employees, supervisory responsibilities and line of authority, training, certifications that may have a role in this contract.

5. INSURANCE POLICIES

Include in this section a copy of the following insurance policies: Professional Liability, General Liability, Workmen's Compensation, and Automobile Insurance Policies.

6. FORM A (REQUIRED)

Include in this section FORM A (attached). Complete all sections of this form and sign.

7. REQUIRED FORMS

Include in this section the following forms: fully completed, and signed

Vendor Certifications Form

Certificate of Interested Parties- Form 1295

Bid Acceptance Form

Deviation/Compliance Form

W9 Form

Conflict of Interest Questionnaire Form

ACH Vendor Direct Deposit Form

8. NON-COLLUSION STATEMENT- REQUIRED FORM

Include in this section the Non-Collusion Statement and Signature Sheet (attached).
Complete all sections of this form and sign.

9. QUALIFICATIONS SPECIFICATIONS REQUIREMENTS FORM (REQUIRED)

Include in this section the Proposal Conformance Statement Sheet (attached).
Complete all sections of this form and sign.

10. QUALIFICATIONS STATEMENT CHECKLIST

This section is for informational purpose only and does not have to be a part of the Qualifications Statement Response.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

Form A

APPLICATION FOR PROVIDERS OF PROFESSIONAL SERVICES

1. GENERAL FIRM INFORMATION

DATE	
FIRM NAME	
ADDRESS	
CITY/ST/ZIP	

CONTACT PERSON

NAME	
TITLE	
PHONE	
FAX	
EMAIL	
TEXAS REGISTRATION NUMBER	

TYPE OF ORGANIZATION

	Sole Proprietorship (Individual)
	Partnership
	Professional Corporation
	Corporation
	Joint Venture
	Other: (Explain)

2. FIRM BACKGROUND AND STAFF

Year present firm established:	
Name of parent company (if applicable):	
Address:	
Year parent company established:	
Former company name(s), if any and year(s) Established: Name: Name: Name:	Year: Year: Year:
Number of employees in firm:	
Total employees in firm (all office locations):	

3. PROFESSIONAL SERVICE (DISCIPLINES) PROVIDED BY FIRM

Please check all service applicable:

	A.	Architectural/Planning
	A1	District Facility Master Planning
	A2	Educational Specifications
	A3	Design
	A4	Construction Administration
	A5	Other:

4. PROFESSION LIABILITY INSURANCE

Does your firm carry professional liability insurance?

	Yes		No	Limit Amount	\$
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5. EXPERIENCE PROFILE

PROFILE OF FIRM'S PROJECT EXPERIENCE FOR LAST 5 YEARS

List the total number of educational related projects over the last 5 years, including renovations and additions. Please include the Project Name, Type of Project, The School District, Name of a Contact Person and the Final Construction Price.

6. SPECIALIZED SERVICES/SUPPLEMENTAL SERVICES

Please list some of the unique services also provided by your firm. Ex: ADA audit and review, Energy Audits, Landscaping Design, Interior Design, Building Code Reviews, Facility plans, Site Planning/site selections, etc.

7. CURENT CLIENTS AND PROJECTS

Please list three (3) of your current clients whose projects reflect the scope of your present workload.

A.	Project:	
	District:	
	Contact Person:	
	Title:	
	Phone Number:	
	Service Provided:	

B.	Project:	
	District:	
	Contact Person:	
	Title:	
	Phone Number:	
	Service Provided:	

C.	Project:	
	District:	
	Contact Person:	
	Title:	
	Phone Number:	
	Service Provided:	

APPLICATION SIGNATURE

The information provided on this application I believe to be true and representative of the firm for which it's submitted.

Signature of Firm Contact Person

Date

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT REQUEST FOR QUALIFICATIONS EVALUATION FORM

EXHIBIT A

PROJECT NAME: _____

FIRM NAME: _____

CATEGORIES:

	<u>RATING</u>	x	<u>WEIGHT</u>	=	<u>TOTAL</u>
1. Overall Construction Management Experience	_____	x	3	=	_____
2. Management Plan Implementation Experience with similar projects (last 5 years)	_____	x	4	=	_____
3. Firm's Ability and Capability to perform the work.	_____	x	4	=	_____
4. Accessibility of Firm to the District/Project Locations	_____	x	2	=	_____
5. Firm Unique Qualifications/Services	_____	x	3	=	_____
6. Firm's Experience with "Green" Buildings	_____	x	1	=	_____
7. Reference Checks: (To include meeting budgets & timelines, organizing project, response Time to problems, and overall satisfaction of work)	_____	x	3	=	_____
GRAND TOTAL					= _____

Rating will be from one 1 to 5, with 1 being the worst and 5 being the best.

Evaluator

Date



Vendor Certifications
Agreement Funded by U.S. Federal Grant

1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation, but the company representative must check off a selection below (A, B, or C).

Initial where applicable.

- ☐ A. My company is a publicly-held corporation; therefore, this reporting requirement is not applicable
- ☐ B. My company is not owned nor operated by anyone who has been convicted of a felony
- ☐ C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Details of Conviction(s): _____

2. Criminal History Record Information Review of Certain Contract Employees

By signing below, the Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

- ☐ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

- ☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

3. Debarment and Suspension

By signing below Contractor certifies that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. Confidential/Copyrighted Information

By signing below, the Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term "**CONFIDENTIAL**" on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.



Vendor Certifications
Agreement Funded by U.S. Federal Grant

5. Declaration of Business Location- TEC 44.031(b)(8)

By signing below, Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

- ☐ A. Has its principal place of business in the State of Texas; **OR**
- ☐ B. Employs at least 500 persons in the State of Texas; **OR**
- ☐ C. Principal place of business is not in the State of Texas: _____
(City, State)

6. Owner(s) Name of Business

By signing below, Bidder certifies the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A)

7. Delinquent Taxpayers

In accordance with law, the District shall not enter a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low bidder or successful proposer indebted to the District.

- ☐ I am not a delinquent taxpayer to South Texas ISD
- ☐ I am a delinquent taxpayer to South Texas ISD (Your bid may be disqualified if your debt is not cleared prior to award.)

8. Texas Historically Underutilized Businesses (HUB)- TEC 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

- ☐ I am an active certified HUB vendor. HUB expiration date: _____
- ☐ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
- ☐ I am neither.

9. Buy American Provisions

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

10. Prohibition on Contracts with Companies Boycotting Israel- HB89

By signing below, pursuant to Texas Government Code, Chapter 2270, {Vendor} represents and warrants to the District that {Vendor} does not boycott Israel and will not boycott Israel during the term of This Agreement.

11. Non Collusion Statement

By signing below, {Proposer} certifies and represents to South Texas ISD that {Proposer} has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Section 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the {Proposer} also certifies and represents that

Vendor Certifications
Agreement Funded by U.S. Federal Grant

Proposer} has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the {Proposer} certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the South Texas School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal; the {Proposer} further certifies and represents that {Proposer} has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the South Texas Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the South Texas Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal; the {Proposer} certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

12. Prohibition on Contracts with Companies Engaged with Iran, Sudan or Foreign Terrorist Organization- SB252

By signing below, {Vendor} 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, the government of Iran, the government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

13. Applicable to Grants, Subgrants, Cooperative Contracts, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

14. Equal Employment Opportunity

In fulfilling its obligations under the Agreement, Proposer shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

15. Rights to Inventions Made Under a Contract or Agreement



Vendor Certifications
Agreement Funded by U.S. Federal Grant

To the extent that the Agreement requires the performance of experimental, developmental or research work, Proposer agrees that the District shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the District from which received financial assistance to carry out the work contemplated by the Agreement.

16. Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended

In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

17. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the Proposer.

18. Access to Records

Proposer agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Proposer that are directly pertinent to Proposer's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

19. Applicability to Selected Vendors

Proposer agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

I, the undersigned agent for the firm named below, certify that the information stated above has been reviewed by me and the information furnished is true to the best of my knowledge.

Vendor Name: _____

Address, City, State, Zip Code: _____

Phone Number: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295

South Texas ISD 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 South Texas ISD 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 South Texas ISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a “business entity,” all vendors must electronically complete, print, sign, notarize and submit Form 1295 with their proposals or contracts even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity
- The completed Form 1295 with the certification of filing must be filed with South Texas ISD by including a copy of the completed form with the proposal response.
- South Texas ISD 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 30th day after the date the contract binds all parties to the contract.
- After South Texas ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from South Texas ISD.

Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
3. Register and complete Form 1295 online -include the proposal number and the contract/RFP name,
4. Print a copy of the submitted Form 1295
5. Include a copy of the completed, signed Form 1295 with the proposal response

Definitions:

- **Contract** means a contract between South Texas ISD and/or its cooperative members and a business entity at the time it is voted on by the South Texas ISD Board of Directors or at the time it binds South Texas ISD, whichever is earlier, and includes an amended, extended, or renewed contract.
- **Business Entity** includes an entity through which business is conducted with South Texas ISD and/or its cooperative members, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or State agency.
- **Controlling Interest** means:
 - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten percent (10%);
 - 2) 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 ten (10) members; or
 - 3) service as an officer of a business entity that has four (4) or fewer officers, or service as one of the four (4) officers most highly compensated by a business entity that has more than four (4) officers. This section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- **Interested Party:** a person who:
 - 1) has controlling interest in a business entity with whom South Texas ISD and/or its cooperative members contracts; or
 - 2) actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiation the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
 - 1) receives compensation from the business entity for the person’s participation;
 - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - 3) is not an employee of the business entity.
- **Signed** includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- **Value** of a contract is based on the amount of consideration received or to be received by the business entity from the South Texas ISD and/or its cooperative members under the contract.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

**SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
NON-COLLUSIVE BIDDING CERTIFICATE
BID ACCEPTANCE FORM**

By submission of this bid or proposal, the Bidder certifies that:

1. The undersigned affirms that they are duly authorized to execute this contract;
2. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
3. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
4. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
5. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Signature below certifies accuracy of answers to all sections on this page.

FIRM NAME

DOING BUSINESS AS (dba)

ADDRESS

CITY, STATE, ZIPCODE

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL (PRINT NAME)

OFFICIAL TITLE/POSITION

DEVIATION/COMPLIANCE SIGNATURE FORM

Company Name _____

Address	City	State	Zip
---------	------	-------	-----

City	State	Zip
------	-------	-----

State	Zip
-------	-----

Zip

Phone Number	Fax Number
--------------	------------

Fax Number _____

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

☐ No Deviation

☐ Yes, Deviation If yes is checked, please list below:

[illegible]

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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.

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

Conflict of Interest Questionnaire - EXAMPLE PAGE

All individuals or companies being paid by STISD are REQUIRED to complete this form

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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.

OFFICE USE ONLY

Date Received

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

Individual or company name goes here

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

If you have an outside personal relationship or business arrangement with someone who works at STISD, list their name here. If there is no pre-existing relationship, write N/A here.

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

Name of Officer

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

If you have a personal relationship or business arrangement with anyone at STISD, please describe it in this section, and answer questions A and B.

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

Check if applicable

Complete this section if applicable.

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

7 Signature & date required from ALL VENDORS

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



Always Innovating

**South
Texas ISD**

RIO GRANDE VALLEY | GRADES 7-12

Phone: 956.565.2454

Web: www.stisd.net

100 Med High Drive, Mercedes, TX 78570

ACH Vendor Direct Deposit Form

Section 1: Payee Information (all information is REQUIRED)			
Payee Name		TIN/EIN or SS#	
Payment Address	City	State	Zip Code
Accounting/ACH Contact Name			
Email Address for Remittance Advice *Required*		Phone Number	

Section 2: Financial Institution Information (all information is REQUIRED)			
Financial Institution Name			
Financial Institution Address	City	State	Zip Code
Routing Transit Number**	Customer Account Number	Type of Account	
		Checking	Savings

** Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is invalid.

Submit a copy of voided check or bank verification with this form.

Section 3: Authorization for Direct Deposit Setup (REQUIRED)
I (we) hereby authorize South Texas Independent School District, hereinafter to initiate automatic credit entries, and if necessary, to initiate automatic debit entries for adjustments for any credit entries in error to my (our) account identified below, and the financial institution named below to credit and/or debit the same to such account, for payment of goods and/or services.
This authorization is to remain in full force and effect until South Texas Independent School District has received written notification of its termination in such manner as to afford South Texas ISD and the Financial Institution a reasonable opportunity to act on it.

Authorized Signature	Printed Name	Date

****NOTE** This form will not be processed unless we receive the voided check and/or bank verification letter.**

NON-COLLUSION STATEMENT & SIGNATURE SHEET

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Qualifications Statement in collusion with any other Offeror, and that the contents of this Qualifications Statement as to fees, terms or conditions of said Qualifications Statement have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or to any person affiliated with South Texas ISD, prior to the official opening of this Qualifications Statement.

Further, I affirm that after the opening of this Qualifications Statement Response, I (or any representative of my company) will not discuss the contents of this Qualifications Statement with any person affiliated with South Texas ISD, other than the Assistant Superintendent of Finance & Operations or her Designee, prior to the awarding of a contract related to this Qualifications Statement Response. I understand that failure to observe this procedure may cause my Qualifications Statement Response to be rejected.

I, _____, have read the standard terms and conditions, and (pages 3-4),
(print/type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded a contract related to this Qualifications Statement.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements of page 11.

I have filled out the Qualifications Statement Specifications Requirements Form as needed (page 6).

I have read the criteria that South Texas ISD will consider to award this contract (page 10).

Company:	
Address:	
City/State/Zip:	
Telephone:	
Email Address:	

Print Name:	
Title:	
Date:	
Signature:	

The signing of this page indicates understanding and acceptance of this Request for Qualifications' terms and conditions.

QUALIFICATIONS SPECIFICAITONS REQUIREMENTS

**TO BE FILLED IN BY OFFEROR AND SUBMITTED WITH QUALIFICATIONS
STATEMENT**

Is this Qualifications Statement in conformance with the enclosed specifications?

Yes_____ No_____

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products offered in this Proposal may be deemed sufficient grounds for rejection of a vendor’s Proposal.

<p><u>Comments:</u></p>

Company’s Name:	
Date:	

QUALIFICATIONS STATEMENT RESPONSE CHECKLIST REMINDER

IN ORDER FOR YOUR QUALIFICATIONS STATEMENT TO BE CONSIDERED IN THE EVALUATION PROCESS, THE FOLLOWING ITEMS ARE REQUIRED TO BE INCLUDED IN THE RESPONSE PACKAGE:

- | | | |
|---|-----------|----------|
| 1. STISD - Form A | _____ Yes | _____ No |
| 2. Vendor Certifications | _____ Yes | _____ No |
| 3. Certificate of Interested Parties- Form 1295 | _____ Yes | _____ No |
| 4. Bid Acceptance Form | _____ Yes | _____ No |
| 5. Deviation/Compliance Form | _____ Yes | _____ No |
| 6. W9 Form | _____ Yes | _____ No |
| 7. Conflict of Interest Questionnaire | _____ Yes | _____ No |
| 8. ACH Vendor Direct Deposit Form | _____ Yes | _____ No |
| 9. Non-Collusion Statement & Signature Sheet | _____ Yes | _____ No |
| 10. Qualifications Specifications Requirements Form | _____ Yes | _____ No |

PLEASE SUBMIT THE WHOLE PACKAGE WITH YOUR RESPONSE

****(FAILURE TO MANUALLY SIGN THE QUALIFICATIONS STATEMENT RESPONSE WILL DISQUALIFY IT.) ****

THIS SHEET DOES NOT HAVE TO BE RETURNED WITH THE QUALIFICATIONS STATEMENT RESPONSE. IT SERVES AS A CHECKLIST FOR YOU