

TOMBALL INDEPENDENT SCHOOL DISTRICT
RFP ##940-23 Issued: February 6, 2023
REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR THE CONSTRUCTION OF AN
AGRICULTURAL SHOW BARN

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I. INTRODUCTION

A. Pursuant to the provisions of the Texas Government Code § 2269, Subchapter D, it is the intent of the Tomball Independent School District (hereinafter known as Owner) to solicit proposals from qualified vendors 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 this project.

C. Project Information: The Owner plans to renovate an existing pre-engineered, covered building into an Agricultural Show Arena.

1. Half the renovation will be to enclose under environmentally controlled space the following general space types:

- a) An arena
- b) Judges' area
- c) Silent Auction Area
- d) Lobby
- e) Food Stand
- f) Restrooms
- g) Cashiers
- h) Office
- i) Utilities

2. The other half will show animal preparatory area

3. There is a near by building requiring some modifications to support functions

- a) This space will also be used as an animal holding space.

4. Utilities consists of:

- a) Plumbing systems
- b) Electrical, telecommunications systems
- c) Fire detection, alarm
- d) Public Address system

D. The Substantial Completion date is December 1, 2023.

E. Estimated cost of construction is approximately \$4,000,000.00

F. ARCHITECT: Rayce Boyter, Principal, VLK Architects, Inc. 20445 State Hwy 249, Suite 350,, Houston, TX 77070

G. PROGRAM MANAGER: **John D. Carey Lockwood**, Andrews & Newnam, Inc. • 2925 Briarpark Drive • Suite 400 Houston, Texas 77042 • 713-266-6900

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II. RFP ADVERTISEMENT, AVAILABILITY, AND DELIVERY

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PROPOSAL #940-23 Issued: February 6, 2023

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR THE CONSTRUCTION OF AN AGRICULTURAL SHOW BARN at Tomball Innovation Center campus.

Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter D, as amended, the Tomball Independent School District is seeking submissions from qualified Contractors to provide Construction Services for a New Agricultural Show Arena.

Refer to the Schedule of Events for schedule requirements.

Price proposal and required Forms responses are due by **Tuesday, February 21st, 2023, at 2:00 P.M.** C.S.T. All responses must be provided in a sealed envelope/package with '**PROPOSAL #940-23**' clearly printed on the face of the package and delivered to:

**Attention: Mr. Jim Ross, CFO
Tomball ISD Ancillary Services Building
Room 102
1110 Baker Drive
Tomball, TX 77375**

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. When Proposals are received, pursuant to the provisions of the Texas Government Code §2269.151, the Owner's staff will publicly open and read aloud the names of the respondents and monetary offer stated in the Proposals. 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 §2269.154 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.

Proposal/Contract Documents, including Drawings & Technical Specifications can be obtained from the Tomball ISD Purchasing website, <https://www.tomballisd.net/bids/>.

Questions concerning this RFP shall be directed to the Owner's Program Manager, in writing, to the email address below.

Questions concerning the Contract Documents shall be addressed to the Architect, in writing, to the email address below.

Verbal questions and explanations are not permitted other than as described by this section, if any. All questions are due by Friday, February 14th, 2023 @ 5:00 p.m. C.S.T.

Answers to questions will be issued in an Addendum by the Architect/Engineer for the Project and will be posted on Owner's Website by Tuesday, February 16th, 2023.

Owner's website is <https://www.tomballisd.net/about-tisd/departments/finance/purchasing/bids-and-proposals>.

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Questions concerning the RFP
Owner's Program Manager Contact Person is:

John D. Carey, Program Manager
Lockwood Andrews & Newnam, Inc.
FOR: Tomball ISD
LAN
2925 Briarpark Drive, Suite 400
Houston, TX 77042-3720
Email: jdcarey@lan-inc.com

Questions concerning the Contract Documents
Architect's Contact Person is:

Rayce Boyter, Principal
VLK Architects, Inc.
20445 State Hwy 249
Suite 350
Houston, TX 77070
Email: rboyter@vlkarchitects.com

CRITERIA FOR SELECTION:

Consistent with the Texas Government Code 2269.155, the selection criteria and weighting used for the selection process is listed below:

All Proposers- Maximum 100 Points

- A. Proposed amount for base proposal (includes selected alternates, if applicable), 30 points
- B. Evaluation survey of company references and project contacts, 25 points
- C. History of company performance, 15 points
- D. Similar company project experience and qualifications, 10 points
- E. Similar individual personnel project experience and qualifications, 10 points
- F. Safety EMR score, 5 points
- G. Financial stability, 5 points

All responses in your proposal may be used to rank Respondent based on those 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.

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and award of contract

III. PROBABLE SCHEDULE OF EVENTS

- A. Friday, January 27th, 2023 First Advertisement
- B. Friday, February 3rd, 2023 Second Advertisement
- C. Monday, February 6th, 2023 Release of RFP Documents on District Web Site
- D. Tuesday, February 14th, 2023 @ 2:00pm CST Pre-Proposal Meeting
(1) At the address stated below in bold font.
- E. Thursday, February 16th, 2023 Question Responses available on district Web Site via addendum
- F. Tuesday, February 21st, 2023 @ 2:00pm CST Sealed Proposals Due
- G. Tuesday, February 21st, 2023 @ 2:15pm CST Sealed Proposals read aloud
- H. All responses must be provided in a sealed envelope/package with
 '**PROPOSAL #940-23**' clearly printed on the face of the package and delivered to:

**Attention: Mr. Jim Ross, CFO
Tomball ISD Ancillary Services Building
Room 102
1110 Baker Drive
Tomball, TX 77375**

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 §2269.151, the Owner's staff will publicly open and read aloud the names of the respondents and monetary offer 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 Government Code §2269.154 and as stated herein. Respondents must provide all requested information; and failure to comply with any portion of the solicitation will be reflected in the evaluation process.

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IV. SUBMISSION FORMAT & CONTENT REQUIREMENTS

A. The contents of the Respondent 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 or three ring binding.

1. Part 1

a) One (1) original containing an executed version of the following

- (1) VII.A Letter of Interest
- (2) VII.B Executive Summary
- (3) VII.C Submission Questionnaire
- (4) VII.E Personnel
- (5) VII.F Additional Information
- (6) VII.G Optional Information
- (7) VII.H Financial Information
- (8) EXHIBIT A –PROPOSAL FORM
- (9) EXHIBIT B – BID BOND
- (10) EXHIBIT C - FELONY CONVICTION NOTIFICATION
- (11) EXHIBIT D - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT
- (12) EXHIBIT E – PROOF OF INSURABILITY
- (13) EXHIBIT F – PROOF OF BONDING CAPACITY
- (14) EXHIBIT G - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE
- (15) EXHIBIT H - DEVIATION AND EXCEPTIONS FORM
- (16) EXHIBIT I – CERTIFICATE OF RESIDENCY
- (17) EXHIBIT J - VENDOR STATEMENT OF DEBARMENT/SUSPENSION
- (18) EXHIBIT K – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
- (19) EXHIBIT L – FORM 1295-CERTIFICATE OF INTERESTED PARTIES
- (20) EXHIBIT M – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL
- (21) EXHIBIT N – Certification Regarding Boycotting Certain Energy Companies
- (22) EXHIBIT O – Certification Prohibiting Discrimination Against Firearm and Ammunition Industries
- (23) EXHIBIT P – Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure

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b) Four (4) copies of above EXCEPT that EXHIBIT A –PROPOSAL FORM and Part 2 documents are not required to be included.

c) One (1) flash drive containing:

(1) PDF of items stated in section IV.B.1.a) EXCEPT that EXHIBIT A –PROPOSAL FORM and Part 2 documents are not required to be included.

(2) Completed Microsoft Excel File in response to part VII.D.2 and VII.D.3

2. Part 2

a) One (1) original containing an executed version of the following

(1) EXHIBIT Q – BID ALTERNATES AND UNIT PRICE FORM

(2) EXHIBIT R – KEY SUBCONTRACTORS

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

D. Owner is a governmental body subject to the Texas Public Information Act. Proposals submitted to Owner as a result of this procurement solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its Proposal, or parts thereof, may be exempted from disclosure under Texas law, the Respondent must specify page-by-page and line-by-line the parts of the Proposal which it believes are exempt. In addition, the Respondent must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Owner assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

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

2. Any respondent wishing to maintain confidentiality of financial information must include a written request for same with the submission of the proposal.

V. DEFINITIONS

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

C. 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.

D. RFP: Request for Proposals

E. Owner: Tomball Independent School District

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VI. TERM OF CONTRACT

A. A contract awarded in response to this RFP will be for General Contracting Services for a Agricultural Show Arena. The Owner has defined project completion dates for the anticipated work.

VII. SUBMISSION REQUIREMENTS

- A. Letter of Interest
- B. Executive Summary

1. 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; name and email

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.

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g) If the form of your organization is other than those listed above, describe it and name the principals.

D. Respondent Project Experience

1. Construction value

a) What is the construction dollar value, year by year, of all work under contract in all locations by your company for the period of 2017-2022?

b) What is the construction dollar value, year by year, of all work under contract in Texas by your company for the period of 2017-2022?

c) What is the construction dollar value, year by year, of all work under contract in Harris County by your company for the period of 2017-2022?

d) What percentage of your company total construction dollar value, year by year, does all work under contract in Harris County by your company for the period of 2017-2022 represent?

e) What percentage of all work under contract in Harris County by your company for the period of 2017-2022 has been K-12 school construction?

f) What is the full time equivalent (FTE) employee count in all Texas locations by your company for the period of 2017-2022?

g) What is the largest single executed contract value, year by year, by your company for the period of 2017-2022?

Section	2017	2018	2019	2020	2021	2022
VII.D.1.a)						
VII.D.1.b)						
VII.D.1.c)						
VII.D.1.d)						
VII.D.1.e)						
VII.D.1.f)						
VII.D.1.g)						

2. Completed Work (through substantial completion) within the last thirty-six months: List K-12 school 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 (11x17) table format concisely depicting all

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projects is required. Respondents must use the Microsoft Excel file available with this RFP. For each project, provide:

- a) The Owner Entity
- b) Name of the Project
- c) State if the project was new construction, renovation, addition or combination
- d) Type of construction contract (A101, A133, Owner Unique, etc.)
- e) Nature of the project/function of the building (Eg. New High School with Career Tech programs, athletic complex and natatorium)
- f) Size (SF)
- g) Construction delivery method (CMAR, CSP, Hard Bid, Etc.)
- h) Original contract (or GMP) cost
- i) Final contract (or GMP) cost
- j) Number of Change Orders(if any), either cost or time, (not change proposals, contingency expenditures or similar) with brief 150 word explanation, if desired
- k) Bid date
- l) Contractual original completion date
- m) Actual completion date
- n) Number of claims filed by contractor with brief explanation
- o) Number of RFI's
- p) Name of major subcontractors
- q) Owner (Primary contact) contact information:
 - (1) Name,
 - (2) title,
 - (3) email address,
 - (4) phone number
- r) Architect contact information:
 - (1) Name,
 - (2) title,
 - (3) email address,
 - (4) phone number

3. Current Work: List up to five (5) projects of similar size and scope currently under construction by your organization. List the projects in order of priority, with the most relevant project listed first. 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 (11x17) table format concisely depicting all projects is required. Respondents must use the Microsoft Excel file available with this RFP. For each project, provide:

- a) The Owner Entity

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- b) Name of the Project
- c) State if the project is new construction, renovation, addition or combination
- d) Type of construction contract (A101, A133, Owner Unique, etc.)
- e) Nature of the project/function of the building (Eg. New High School with Career Tech programs, athletic complex and natatorium)
- f) Size (SF)
- g) Construction delivery method (CMAR, CSP, Hard Bid, Etc.)
- h) Original contract (or GMP) cost
- i) Current contract (or GMP) cost
- j) 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
- k) Bid date
- l) Contractual completion date
- m) Number of claims filed by contractor with brief explanation
- n) Number of RFI's (To date)
- o) Name of major subcontractors
- p) Owner (Primary contact) contact information:
 - (1) Name,
 - (2) title,
 - (3) email address,
 - (4) phone number
- q) Architect contact information:
 - (1) Name,
 - (2) title,
 - (3) email address,
 - (4) phone number

4. Contracting and Subcontracting:

- a) 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?
- b) List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

5. 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.

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- a) Has your organization ever failed to complete any work awarded?
- b) Are there any judgments, claims, arbitration 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 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?

6. 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.

E. Personnel

- 1. Provide an organizational chart outlining all personnel that will be assigned to the project and their responsibilities.
- 2. 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 that will be assigned to the project. Please reference these personnel to projects listed in items VII.D.2 and VII.D.3 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,
 - (5) Years of service with your company
 - (6) Prior two (2) employers and years of service with each
 - (7) Last three (3) completed or ongoing project assignments
 - (8) Contact information (Name, title, email address, phone number) for Owner's representative or Architect that could address questions regarding this individual for the last three (3) completed or ongoing projects

F. Additional Information

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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.D.2 and VII.D.3.

G. Optional Information

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

H. 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.H.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.

2. Bonding

a) Provide Name of bonding company and name and address of agent.

b) Provide letter from bonding company stating the currently available bonding capacity of your company (Bonding limit minus current obligations)?

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. [Editor's Note: Verify the Owner can accomplish this task and can be responsive to last-minute changes requiring an addendum. If the Owner

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cannot be responsive, choose another method, including using the Architect's distribution system] 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's, 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 **Error! Reference source not found.** 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.

X. EVALUATION

A. The Owner will conduct a comprehensive evaluation of all submissions 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 these 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(s) 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 Respondent's including their previous clients.

D. The Owner will utilize the following criteria in the evaluation of responses:

Points Value	Category	Evaluation Method	Reference Section
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30	Proposed Amount for Base Proposal and Owner-Selected Alternates	Respondent will receive an assigned share of the total available points in this category according to banded point categories shown in the "Table of Awarded Points". A formula will be used as follows to determine the award band for your proposal based on your percentage above the low bid: Percentage Above Low Bid=((Your combination of base price proposal and Owner-selected Alternates minus the minimum proposed combination of base price proposals and Owner-selected Alternates)/(minimum proposed combination of base price proposals and Owner-selected Alternates)). The result of the formula will be used to proportion the points awarded based on the "Table of Awarded Points"	XIV
25	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 fractional 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: If 4 or fewer responses = (Your average overall score/maximum possible average overall score) * (number of responses * 20%) OR If 5 or more responses = (Your average overall score/maximum possible average overall score)	VII.D.2, VII.D.3
15	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.D.1, VII.D.2.n), VII.D.3.m), VII.D.5, VII.D.2.o), VII.D.3.n), VII.D.2.h), VII.D.2.i), VII.D.2.j), VII.D.3.h), VII.D.3.i), VII.D.6, VII.H.1, VII.H.2, VII.F.1
10	Similar Company Project Experience and Qualifications	Respondent <u>company</u> demonstrates similar company project experience by showing high proportion of 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.D.1, VII.D.2, VII.D.2.p), VII.D.3.o), VII.D.3, VII.D.4, XXXI
10	Similar 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 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.2.a), VII.E.1
5	Safety EMR score	Respondent will receive a pro-rated share of the total available points in this category. Respondent shows positive safety EMR score, relative to other respondents.	

TOMBALL INDEPENDENT SCHOOL DISTRICT

5	Financial stability	Respondent will receive a pro-rated share of the total available points in this category. Respondent shows positive asset to liability ratio. Adequate bonding capacity.	
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TOMBALL INDEPENDENT SCHOOL DISTRICT

XI. AWARD OF CONTRACT AND RESRVATION OF RIGHTS

- A. The Form of Contract will be AIA Document A101 - 2017, attached in Section XXXIII, including incorporated reference files.
- B. The Contract, if awarded, will be awarded to the Respondent whose Submission is deemed most advantageous 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 accept one or more Submissions or 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 for 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 Respondent who have contact with students have passed a criminal history background check current within the last year.

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 opening time must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended or altered after the official opening 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 the Owner's Board of Trustees 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 opening of proposals. The Proposal Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a

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proposal does not prejudice the right of the Respondent to file a new proposal at the time and place stated.

XIII. SUBMISSION CHECKLIST –(CHECKLIST IS A REQUIRED FORM)

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.

PART 1 RESPONSE		
Document	Page Limit	Initial to indicate document is attached to submission
VII.A Letter of Interest	Unlimited	
VII.B Executive Summary	Unlimited	
VII.C Submission Questionnaire	Unlimited	
VII.E Personnel	Unlimited	
VII.F Additional Information	Unlimited	
VII.G Optional Information	Unlimited	
VII.H Financial Information	Unlimited	
EXHIBIT A –PROPOSAL FORM	Unlimited	
EXHIBIT B – BID BOND	Unlimited	
EXHIBIT C - FELONY CONVICTION NOTIFICATION	Unlimited	
EXHIBIT D - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT	Unlimited	
EXHIBIT E – PROOF OF INSURABILITY	Unlimited	
EXHIBIT F – PROOF OF BONDING CAPACITY	Unlimited	
EXHIBIT G - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE	Unlimited	
EXHIBIT H - DEVIATION AND EXCEPTIONS FORM	Unlimited	
EXHIBIT I – CERTIFICATE OF RESIDENCY	Unlimited	
EXHIBIT J - VENDOR STATEMENT OF DEBARMENT/SUSPENSION	Unlimited	
EXHIBIT K – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER	Unlimited	
EXHIBIT L – FORM 1295-CERTIFICATE OF INTERESTED PARTIES	Unlimited	
EXHIBIT M – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL	Unlimited	
EXHIBIT N – Certification Regarding Boycotting Certain Energy Companies	Unlimited	
EXHIBIT O – Certification Prohibiting Discrimination Against Firearm and Ammunition Industries	Unlimited	
EXHIBIT P – Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure	Unlimited	
COMPLETED MICROSOFT EXCEL FILE IN RESPONSE TO PART VII.D.2 AND VII.D.3	Unlimited	
PART 2 RESPONSE		

TOMBALL INDEPENDENT SCHOOL DISTRICT

EXHIBIT Q – BID ALTERNATES AND UNIT PRICE FORM	Unlimited	
EXHIBIT R – KEY SUBCONTRACTORS	Unlimited	

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. To hold alternate proposals open for acceptance by the Owner for 120 days
3. To execute Contract Documents within ten (10) days after the prescribed forms are presented for signature and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract.
4. 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. 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.
5. 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.
6. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
7. 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.
8. By providing a response, each Applicant 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.
9. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost, and will not be liable for any preparation cost for any reason whatsoever.
10. Respondent has visited the site of the proposed work and fully acquaint themselves with the existing conditions there and should fully inform themselves as to the facilities involved, 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.
11. 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

Company Name: _____

1. Contract Time: The undersigned agrees that, if the proposal is accepted, the Date of Commencement shall be established in a "Notice to Proceed" from the Owner to be issued within 24 hours of BOT approval anticipated to be March 8, 2023, and to obtain Substantial Completion of all work not later than December 1, 2023, subject to extensions of time as described in the Contract Documents.

2. Addenda: Please fill in accordingly. The undersigned acknowledges receipt of:

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

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

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

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

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

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 01020**):

Dollars

(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

Submit with Part 1

XV. EXHIBIT B – BID BOND

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.

Submit with Part 1

BID BOND

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 sixty (60) 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

Submit with Part 1

Attest:

By: _____

Affix

Corporate

Seal

Attest:

By: _____

Countersigned

By _____

* 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

Submit with Part 1

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: _____

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 from your insurance provider meeting the requirements set forth in the Contract, attached to this RFP. This can be in the form of a letter or other sample certificates attesting to the ability to comply with the insurance requirements.

Submit with Part 1

XIX. EXHIBIT F – PROOF OF BONDING CAPACITY

Furnish proof of bonding capacity from your bonding agent stating the **bonding limits, current obligations and free bonding capacity** meeting the requirements set forth in the Contract Documents, attached to this RFP. This can be in the form of a letter.

Submit with Part 1

XX. EXHIBIT G - 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: _____

Submit with Part 1

(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 Proposal 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 Proposal.

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 persons 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

XXI. EXHIBIT H - DEVIATION AND EXCEPTIONS FORM

All respondents are expected to fully comply with all Terms and Conditions of this RFP, including all dates noted, the AIA A101-2017 Standard Form of Agreement and the AIA A201-2017 General Conditions of the Contract for Construction as amended by the Owner. Any proposed deviations or exceptions to the Terms and Conditions of this RFP 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 of this RFP.

Note that this deviation and exceptions form is NOT intended to note any deviations from the Construction Documents or Specifications and other information contained within the Project Manual. Any questions regarding those must be submitted in writing, per the terms of this RFP, and will be addressed accordingly in an Addenda.

The Owner will, at its 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 any, 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 BE QUALIFIED OR CONDITIONED IN ANY WAY ON ACCEPTANCE OF THE DEVIATIONS AND EXCEPTIONS LISTED BELOW.

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

Respondent Organization Name_____

Authorized Signature_____

Submit with Part 1

XXII. EXHIBIT I – 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 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

XXIII. EXHIBIT J - VENDOR STATEMENT OF DEBARMENT/SUSPENSION

I have read the conditions and specifications provided in the Request for Proposal 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

XXIV. EXHIBIT K – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

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

Submit with Part 1

XXV. EXHIBIT L – 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 applies to a contract of Owner that (1) requires an action or vote by the Owner Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov't Code Chapter 305. 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
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert "Tomball Independent School District"
 - In Section 3, insert the "RFQ #940-23"- 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.**

Submit with Part 1

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 30th 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

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)

Respondent hereby certifies and verifies that neither Respondent, nor any affiliate, subsidiary, or parent company of Respondent, if any (the "Respondent Companies"), boycotts Israel, and contractor agrees that Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities 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. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006,.051-.057, .101-.102)

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 1

XXVII. EXHIBIT N – CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

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 1

XXVIII. EXHIBIT O – CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) Owner has determined that Vendor is not a sole-source provider or Owner has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

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 1

XXIX. EXHIBIT P – CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Owner is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by Owner for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

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

Company Name:_____

XXX. EXHIBIT Q – BID ALTERNATES AND UNIT PRICE FORM

Alternates: If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated. Circle Add or Deduct for each Alternate below.

No Alternates at this time.

Submit with Part 2

Company Name:_____

XXXI. EXHIBIT R – KEY SUBCONTRACTORS

Provide the names of the key subcontractors used in the preparation of your proposal. [Editor's Note: Edit the list as needed for your project, deleting or adding as necessary]

Structural Concrete_____

Mechanical_____

Electrical_____

Plumbing_____

Roofing_____

Data Cabling_____

Fire Alarm_____

Building Automation_____

Self-Performed Work_____

Submit with Part 2

Continued:

XXXII. EXHIBIT S – PREVAILING WAGE RATES

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

CLASSIFICATION	HOURLY RATE
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.

XXXIII. EXHIBIT T - AIA DOCUMENT A101-2017

This document will be issued later this week as an addendum

XXXIV. EXHIBIT U - AIA DOCUMENT A201-2017

This document will be issued later this week as an addendum