

TRINITY BASIN PREPARATORY



REQUEST FOR BID

District HVAC Replacement

#SY22 - 4



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PART I – General Information

1.1 – BACKGROUND

Trinity Basin Preparatory (“TBP”) is a free public charter school that serves students in Dallas, Fort Worth, and Mesquite in grades PK3-8th. At Trinity Basin Preparatory, we believe every child can succeed, and our teachers, staff, and administrators are all dedicated to that success. We strive to provide a well-rounded and rigorous education to our students focusing on core academic areas and holding our students to high expectations.

Pursuant to Texas Government Code § 2269.053, the Board of Directors has delegated its full authority under Chapter 2269, including vendor selection and approval, to the Superintendent or designee or a committee formed by the Superintendent or designee.

1.2 – FUNDING

Trinity Basin Preparatory is a 501(c)(3) non-profit organization. Funding for TBP operations and programs are provided through fundraising, philanthropic grants, state, and federal funding.

TBP operates on a fiscal year that ends on August 31st. Because state law mandates that a district may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.3 – SERVICES SOLICITED

In an effort to improve the overall efficiency, air quality, and comfort level of TBP students and staff, the District is seeking qualified/licensed HVAC contractors to facilitate the replacement of several HVAC units at (3) District locations. The period of performance for this RFP is from the date of the initial award until a turnkey product is commissioned over to the owner (TBP).

All labor, permit costs, engineering costs, and materials will be included with the offeror’s initial bid. The project will have a 2-year workmanship and material warranty. The existing specs for each unit the District is requesting direct replacement for are included below in the RFP document. The contractor must hold all state required licensing and dispose of all old HVAC equipment correctly per state and regulatory guidelines. Site visits of the locations are mandatory prior to submitting a proposal. Site visit schedule as well as contact information is included below.

District Sites:

CAMPUS	ADDRESS
Ewing	808 N. Ewing Avenue, Dallas, TX 75203
Ledbetter	2524 W. Ledbetter Dr, Dallas, TX 75233
Pafford	101 E. Pafford St. Fort Worth, TX 76110

1.4 – OFFEROR ELIGIBILITY

Offerors who are able to meet the technical specifications for quality and other terms of this proposal package, and who are not debarred and/or suspended from conducting business with district, federal and state funded agencies are invited to respond. An offeror must affirmatively demonstrate its responsibility. An offeror, by submitting a response, represents to TBP that it meets the following requirements:

- Possesses or is able to obtain adequate financial resources as required to perform under this solicitation;
- Is able to comply with the required or proposed solicitation requirements;
- Has a satisfactory record of integrity and ethics;
- Is otherwise qualified and eligible to receive an award;
- Is in good standing with applicable national or state associations.

TBP seeks to promote equal opportunity in employment and in contracting opportunities, and to promote and encourage the participation of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), small and other disadvantaged business entities in employment and contracting opportunities involving the State as fully as possible. The term “minority business enterprise” means a business at least 51 percent of which is owned, controlled and managed by minority group members. TBP will take all necessary affirmative steps to assure that it uses minority businesses, women's business enterprises, and labor surplus area firms whenever possible.

1.5 – DATES AND AMENDMENTS

A solicitation packet will be available at **12 PM CST on 3/1/2022** at TBP’s Central Office located at 2730 N. Hwy. 360, Grand Prairie, Texas 75050 and in our website at the following link <https://www.trinitybasin.com/rfp>. The vendor is responsible for obtaining any updates or amendments from the website.

Any information given to one prospective offeror will be furnished to all prospective offerors as an amendment if such information is necessary to offerors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed offeror. A functional area expert or a day-to-day contract administrator or manager for Trinity Basin Preparatory may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other TBP employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. If an offeror acts on the guidance of a TBP employee that is not authorized to make changes, the offeror does so at its own risk or peril.



Listed below are the scheduled activities related to this solicitation:

ACTIVITY	DATE
Publication of solicitation	3/1/2022
<p>Site Visits: Addresses & site descriptions are listed in the RFP packet. Offerors can view the properties from the street at any time, but if walking roof spaces (<i>required method</i>) a pre-scheduled site visit needs to be scheduled.</p> <p>Contact info: Ewing & Ledbetter Campuses Ruben Gutierrez Cell#214.417.6847 Email: rgutierrez@trinitybasin.net</p> <p>Contact info: Pafford Campus Edgar Sanchez-Martinez Cell#956.532.7768 Email: esanchezmartinez@trinitybasin.net</p>	<p>Offeror to schedule with TBP contacts 3/9, 3/23, 3/30</p>
Due date for offeror's questions	Due by 4:00 pm CST 4/11/2022
Response to questions	4/14/2022
Proposal due	4/22/2022 by 12 pm CST
Responses opened	4/25/2022
Estimated notification of award	4/29/2022



All responses will be opened publicly at the time and place prescribed. However, a formal “opening” will not be held and prices will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but TBP’s records are a matter of public record.

1.6 – FORMAT AND SUBMISSION

Responses shall be submitted in an envelope marked on the outside with the offeror’s name, address and **“SY22 – 4 District HVAC Replacement**

Please submit one (1) original and four (4) copies of the response to:

**Trinity Basin Preparatory
Chaz D. Munoz
Director – School Operations
2730 N. State Hwy. 360
Grand Prairie, TX 75050**

Trinity Basin Preparatory will not be responsible for delivering mail from the post office, courier, or any other form of delivery. Responses must be received in time to be time-stamped at the above location. Trinity Basin Preparatory is not responsible for mail service. To submit a response via mail, all documents must be returned, and an original signature provided on the offer form. Responses will not be accepted in either format without a signature. All responses must be submitted with any other requested documents/information as set forth in this solicitation. Any response submitted that is incomplete will be disqualified. Responses submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

Responses must be delivered to and received prior to the deadline and to the address noted above. There will be no exceptions. Responses received after the deadline will not be considered for this procurement. No facsimiles or e-mails will be accepted, no exceptions.

If you have any questions regarding this RFP process, please contact our Operations Department at 214.946.9100

1.7 – WITHDRAWAL/ALTERATION

Responses may be modified or withdrawn prior to the submission date. No response may be withdrawn for a period of sixty (60) calendar days after the submission date unless there is a material mistake. Responses may be withdrawn only by delivery of a written request to TBP prior to the specified deadline time/date stated for submission. The authorized signatory must sign such requests.

Offerors must submit written requests to change any specifications/conditions with their response. ***Changes made without submission of a written request to the response will result in disqualification.***

1.8 – SELECTION

TBP will consider all responses to the solicitation to the maximum extent practical. TBP may select the responsible offeror whose proposal is most advantageous to TBP based on selection criteria and on ranking evaluation. It may be necessary for TBP to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

An award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification; however, TBP reserves the right, in its sole discretion, to conduct interviews to assist in a complete and thorough evaluation of the responses. If interviews will be conducted, offerors will be notified by email at a reasonable time in advance of the scheduled interview. The purpose of the interview is for offerors to demonstrate their qualifications and/or ability to meet TBP's solicited requirements.

TBP may first attempt to negotiate a contract with the selected offeror. TBP may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If TBP is unable to reach a contract with the selected offeror, TBP may formally end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all responses are rejected.

TBP reserves the right to request Best and Final Offers (BAFO) from all responsive offerors. Notice of the BAFO will be sent to the offerors by the issuing Department. The BAFO will allow the offerors to modify their initial offer and/or include any added inducements that will improve the overall score in accordance with the evaluation criteria. Upon receipt of the BAFOs, the evaluation committee will review and score in accordance with solicitation specifications.

1.9 – REJECTION

TBP makes no representation of any kind that an award will be made as a result of this solicitation or for the project. TBP reserves the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies in a response, or reissue this solicitation or delete any items/requirements from this solicitation when deemed to be in TBP's best interest.

Responses may be rejected, among other reasons, for any of the following specific reasons:

- Received after the time limit for receiving responses as stated in the advertisement.
- Response containing any irregularities.
- Unbalanced value of any items.

Offerors may be disqualified, and their responses not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the offerors.
- Reasonable grounds for believing that any offeror is interested in more than one proposal for the work contemplated.
- The offeror being interested in any litigation against TBP.

- The offeror being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of TBP will prevent or hinder the prompt completion of additional work if awarded.

1.10 – PUBLIC INFORMATION

Prospective offerors are hereby notified that TBP strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

TBP may seek to protect from disclosure all information submitted in response to this solicitation until such time as a final agreement is executed.

Upon execution of a final agreement, TBP will consider all information, documentation, and other materials requested to be submitted in response to this solicitation, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Offerors will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

1.11 – PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of these items shall be in accordance with the TBP's procurement policies and general terms as follows:

- A response does not commit TBP to award a purchase agreement or a contract. TBP does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by TBP.
- TBP reserves the right to accept or reject any or all responses received, to cancel or extend in part or in entirety this solicitation, waive technicalities, or make multiple or partial awards where determined to be in the best interest of TBP.
- Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this solicitation.
- When submitting proposals, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this solicitation.
- Responses received will become a part of TBP's official files without further obligation to the offerors.
- The contents of a successful response may become a contractual obligation if selected for funding. Failure of the offeror to accept these obligations can result in cancellation of an award or purchase agreement. TBP reserves the right to withdraw or reduce the amount of



an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this solicitation or if adequate funding is not received.

- TBP reserves the right to contact any individual, agency, or employers listed in the response, to contact others who may have experience and/or knowledge of the offeror's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all offerors.
- Offerors shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of TBP, or to any consultant, employee, or member of TBP for the purpose of or having the effect of influencing favorable disposition toward their own response or any other response submitted hereunder.
- No employee, officer or member of TBP shall participate in the selection, development of a response to this solicitation, award or administration of a contract supported by the solicitation if a conflict of interest, real or apparent, would be involved.
- Offerors shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts. Violation of this provision may cause a offeror's response to be rejected.

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PART II – Proposal Content

The specifications that follow are minimum basic requirements. Any deviation or comparable must be properly identified and be acceptable by TBP. Responses will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. TBP reserves the right to waive any irregularities and to make the award in the best interests of TBP.

For this reason, vendors are discouraged from describing and deviations simply as “equal” or “exceeds” the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the space provided or on a separate piece of paper and submit with their response. Failure to do so may result in the rejection of the response and/or product for non-compliance. Any deviation to specifications must be listed and clearly defined. If additional pages are needed, please include a separate sheet of paper titled “Deviations to Specifications” and include with the response document.

2.1 – SCOPE OF WORK

The awarded offeror is required to pursue and obtain all required permitting from the respective City. Costs for permitting & engineering of the installs should be included in the offeror’s bid amount.

Offeror is required to provide a comprehensive quote for all demo, electrical, etc. and should keep in mind subcontracting costs when formulating bid.

TBP asks that the offeror provide equivalent equipment to meet the original design operations of the respective facility. All existing units to be replaced must be demolished in accordance with City/State guidelines and disposed of in accordance with said guidelines.

Offeror will be responsible for repairing any roof damage as well as providing new or updated supports for the new units. Any HVAC curbs, condensate piping, drains, etc. should be accounted for and included in the proposal. In sum, offeror will be responsible for a 100% turnkey installation (*including cosmetic touch ups*) and operation including but not limited to new thermostats. Offeror is also responsible for calling in final inspections.

At the completion of the work, TBP Operations and the offeror awarded the job will conduct a meeting and start up the units as well as provide any applicable training needed for school District staff.

The offeror awarded the work will provide a material lead time as soon as possible once the contract has been signed. TBP acknowledges that the installation of these units may last several months depending on equipment availability.

OSHA

The offeror certifies by delivery, that all items furnished under this agreement meet or exceed applicable OSHA codes.

Site Specific Needs are located on a separate attachment labeled **“HVAC RFP TABLE Final”**

2.2 – PAYMENT TERMS & CONDITIONS

All responses shall specify terms and conditions of payment, which will be considered as part of, but not control, the award. The proposed price should be firm (fixed). If the offeror, however, believes it necessary to include in the price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or “trigger” at which the increase would be effective.

TBP is exempt from federal excise tax, state, and local tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.

It is the intention of TBP to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. **Orders must be given a Purchase Order Number to be valid.** No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made. Payment will not be made by TBP until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with TBP Purchasing procedures, unless this provision is waived by TBP.

2.3 – WARRANTY REGARDING PRICE

The price to be paid by TBP shall be that contained in the response which the offeror warrants to be no higher than offeror’s current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event offeror breaches this warranty, the prices of the items shall be reduced to the offeror’s current prices on orders by others, or in the alternative, TBP may cancel the contract without liability to offeror for breach or offeror’s actual expense.

Offeror warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the proposer for the purpose of securing business. For breach or violation of this warranty, TBP shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2.4 – INSURANCE REQUIREMENTS



Providing and maintaining insurance coverage is a material term of this solicitation. Offeror shall, at all times during the term of this award and at its sole expense, keep in full force and effect the following minimum limits of insurance:

- i) General Liability: Offeror shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Offeror or anyone directly or indirectly employed by Offeror. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- ii) Professional Liability: If Offeror performs licensed professional services, Offeror shall maintain professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- iii) Automobile Insurance: Offeror shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of Offeror's use of any owned, hired, and or non/owned vehicle, with minimum limits of liability of \$1,000,000.00 combined single limit, per accident. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- iv) Technology Professional Liability Errors and Omissions: Offeror shall maintain coverage appropriate to Offeror's work under this Agreement, with limits not less than \$2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Offeror in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 1. The policy shall include or be endorsed to include ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of TBP in the care, custody, or control of Offeror.
 2. ***Cyber Liability coverage*** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of TBP that will be in the care, custody, or control of Offeror.

Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.



- v) Umbrella Insurance: Offeror shall maintain umbrella insurance providing excess coverage in the amount of \$3,000,000.00 and providing such additional coverage for all of the risks and obligations of Offeror described in this Agreement. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- vi) Workers' Compensation: Offeror shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Conforming Certificates of Insurance must be provided no later than thirty (30) days prior to the start of work and replacement or renewal certificates no less than thirty (30) days prior to the expiration of any such insurance.

The Offeror agrees to waive all right of subrogation against TBP, its officials, employees and volunteers for losses from work performed by Offeror for TBP. The Offeror shall hold TBP harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Offeror or failure of Offeror to perform any work or obligation provided for in this solicitation.

2.5 – ATTACHMENTS

The attachments listed below are required and should be included with the response. All forms must be signed and completed.

1. Proof of Insurance or Bonding
2. W-9
3. Attachment A – Questionnaire
4. Attachment B – Non-Collusive Bidding Certificate
5. Attachment C – Conflict of Interest Questionnaire
6. Attachment D – Felony Conviction Notice
7. Attachment E – Criminal History Review
8. Attachment F – Debarment and Suspension Certificate
9. Attachment G – Child Support Certification
10. Attachment H – EDGAR Certification

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PART III – Evaluation

3.1 – CRITERIA

Contract(s) will be awarded to the responsible offeror whose proposal is most advantageous to the TBP, with price and other factors considered.

TBP will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of this procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.2 – RESPONSIVE/RESPONSIBLE RESPONDENTS

TBP staff will review responses received to determine if they are responsive. For responses to be considered responsive and to be evaluated for selection, the following requirements must be met:

1. The response must have been submitted by the due date and time.
2. The response must be complete with the original signatures.
3. The response must be for the specific services requested and described in the solicitation packet.
4. The response must be submitted in the format described in the solicitation packet.
5. One original and two copies must be submitted.

All responses will be screened for inclusion of all required information prior to release to the evaluation team. TBP staff may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.

3.3 – RUBRIC

TBP's selection committee will rank responses in accordance with the criteria and values identified below. Importantly, TBP's selection committee will select a response(s) based upon the offeror's ability to perform the services, as set forth in this solicitation. TBP reserves the right to reject any response from an offeror who is in breach of contract or otherwise is not in good standing under any current or prior contract with TBP at the time of selection. In considering the criteria below, TBP will take into account the proposer's demonstrated competence, qualifications, and past performance, among other pertinent considerations.

CRITERIA	VALUE
Price of Services	40
Offeror's service and delivery capabilities (quality of services)	30
Offeror's experience with Commercial HVAC work	15

References	15
Grand Total	100

3.4 – REPRESENTATIONS OF OFFEROR

By submitting this response, the offeror represents and warrants that:

1. Offeror is familiar with the requirements and has taken them into account in preparing its response.
2. Offeror has read and understands all solicitation documents, is familiar with the applicable laws including those of agencies and municipalities with jurisdiction over the work, and has prepared its proposal anticipating full compliance with all of the requirements.
3. Offeror is financially solvent, able to pay its debts, and possesses sufficient working capital to complete performance of its contract or material contract.
4. Offeror is experienced, competent and able to furnish the labor, tools, materials, supplies, equipment, insurance and supervision and is qualified to perform the work requested.
5. Offeror is authorized to do business in the State of Texas.
6. Offeror holds any license, permit or other special evidence necessary to perform the work.

[END OF DOCUMENT]



EXHIBIT A – QUESTIONNAIRE

In whatever form you prefer, please provide the following information in the sequence prescribed by this questionnaire.

1. Firm information

Name of firm:

Address of principal office:

Phone and Fax:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other):

Year founded:

Name and contact info for primary contact:

2. Organization

2.1 How many years has your organization been in business?

2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

2.3 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, Treasurer's name.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), and names of general partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

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

2.7 Is your organization a Certified Minority or Woman Owned Business (M/WBE), have a Joint Venture Agreement with a certified M/WBE, or have a Prime Subcontractor Teaming Agreement with a certified M/WBE? If yes, indicate ethnicity and gender and submit certification with your proposal. Vendors do not have to be a certified M/WBE to participate in the district's contracting and purchasing activities.

3. Personnel: For each guard proposed to be assigned to TBP, list:

3.1 Name.

3.2 Years of experience.

3.3 Licenses.

3.4 Availability by day of the week and total hours.

3.5 Service fee.

4. Experience

- 4.1 List the categories of work that your organization normally performs with its own forces.
- 4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
- 4.3 Work over last five years:

List major projects (particularly projects of similar scope and size) handled by your organization over the last five (5) years. For each project, provide the name, nature of the project, size, location, cost, and owner.

5. Claims and Suits (If the answer to any of the questions below is yes, please attach details.)

- 5.1 Has your organization ever failed to complete any work awarded to it? If so, explain.
- 5.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- 5.3 List any legal action or suits your organization has been involved in during the past five (5) years.

7. References

For three (3) of the projects listed above, identify a representative of the owner (provide name, phone/fax numbers) whom we could contact as references regarding your organization's services. Ideally, some of the references should be for projects of comparable scope.



EXHIBIT B – NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with another bidder or with any competitor;
- b) 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;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
- d) 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 on its behalf.

FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

Company Name

Authorized Signature

Printed Name

Title

Campus	Unit Name	Model	Serial	Size of unit	Age of unit	Replacement after 1/2020
Trinity Ewing Dls Basin Primary	RTU 5	WKKA-A048CK10E	2A5639ADAAF449913	4 Ton	22 Years	No
	RTU 4	WKKA-A048CK10E	2A5639ADAAF449913094	4 Ton	22 Years	No
	RTU 3	WKKA-A048CK10E	2A5639ADAAF449913092	4 Ton	22 Years	No
	RTU 1	WKKA-A048CK10E	2A5639ADAAF449913089	4 Ton	22 Years	No
	RTU 6	WKKA-A048CK10E	2A5639ADAAF449913088	4 Ton	22 Years	No
	RTU 7	WKKA-A048CK10E	2A5639ADAAF449913086	4 Ton	22 Years	No
	RTU 12	WKKA-A048CK10E	2A5639ADAAF449913095	4 Ton	22 Years	No
	RTU 10	WKKA-A048CK10E	2A5639ADAAF449913090	4 Ton	22 Years	No
	RTU 9	WKKA-A048CK10E	2A5639ADAAF449913085	4 Ton	22 Years	No
	RTU 8	WKKA-A048CK10E	2A539ADAAF449913091	4 Ton	22 Years	No
	RTU 14	WKKA-A0480ck10E	2A5639A0AAF	4 Ton	22 Years	No
	RTU MPR #1	RKNL-B150CL15E	2N7870ADAAF421003453	12.5 Ton	22 Years	No
	RTU 16	WKKA-A0480CK10E	2A5639ADAAF489913080	4 Ton	22 Years	No
	RTU 13	WKKA-A0480CK10E	2A5639ADAAF489913075	4 Ton	22 Years	No
	RTU 23	WKKA-A048CK10E	2A563CADAAF489903086	4 Ton	22 Years	No
	RTU 17	WKKA-A0480CK10E	2AS39ADAAF489913085	4 Ton	22 Years	No
	RTU 22	WKKA-A048CK10E	2A5839ADAAF4859130	4 Ton	22 Years	No
	RTU 18	WKKA-A0480CKE	N/A	4 Ton	22 Years	No
	RTU Technology	WKKA-A048CK10E	N/A	4 Ton	22 Years	No
	RTU 19	WKKA-A0480CKE	2A5639ADAAF4899130	4 Ton	22 Years	No
	RTU 20	WKKA-A0480CKE	N/A	4 Ton	22 Years	No
	RTU 21	WKKA-A048CK10E	2A5369A0AAF489913079	4 Ton	22 Years	No
	RTU 24	WKKA-A048CK10E	2A5639ADAAF299917784	4 Ton	22 Years	No
	RTU 25	WKKA-A0480CK10E	2A5639ADAAF239916022	4 Ton	22 Years	No
	RTU 26	WKKA-A048CK10E	2A5639ADAAF389916738	4 Ton	22 Years	No
	RTU 27	WKKA-A0480CK10E	2A5639ADAAF060013396	4 Ton	22 Years	No
	RTU 28	WKKA-A048CK10E	2A5639ADAAF060013395	4 Ton	22 Years	No
	RTU Library	WkKA-A048CK10E	2A5639ADAAF449913087	6 Ton	22 Years	No
	RTU R/R #2	WKKA-A060CK13E	2A5643ADAAF489913152	5 Ton	22 Years	No
Trinity Ledbetter School						
	RTU 3	SFHLE704HFC5C68D1L0100Z000000000T008000#	C12B01111	60 Ton	9 Years	No
	RTU 2	SFHLE704HFC5C68D1L0100Z000000000T008000#	C12B01110	60 Ton	9 Years	No
	RTU 6	DR240N24A2AAA2D	N0G8116538	20 Ton	N/A	No
	RTU 7	DR240N24A2AAA2D	N0G8116537	20 Ton	N/A	No
	RTU 8	DR180N24A2AAA2D	N0G116534	15 Ton	N/A	No
	RTU 9	48TMD016- 511YA	586005416	15 Ton	N/A	No
	Roof 16	DR090N10N2AAA3C	N0C7583492	7.5 Ton	N/A	No
	RTU 13	TSC060E4R0A0Y000100000300B	102312526L	5 Ton	11 Years	No
	RTU 10	DR180N24A2AAA2D	N0G8116535	15 Ton	N/A	No
Trinity Pafford School						
	Split System 4 Building 1 Indoor unit	G2104/5-100-3	5892L09406	20 Ton	13 Years	No
	Split System 4 Building 1 Outdoor unit	24ABR360A350	0508E1721	20 Ton	13 Years	No
	Split System 2 Buidling 1 Indoor unit	40RR-014-530	1793F45650	20 Ton	28 Years	No
	Split System 2 Building 1 Outdoor unit	38AE-014-500	2493F53881	20 Ton	28 Years	No
	Split System 3 Building 1 Indoor unit	40RR-014-530	1793F45651	20 Ton	28 Years	No
	Split System 3 Building 1 Outdoor unit	38AKS014-521	1608G30087	20 Ton	8 Years	No

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

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.

Attachment D – Felony Conviction Notice

Texas Education Code § 44.034, Notification of Criminal History of Contractor, 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

I, the undersigned agent of the firm 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: _____

My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official

My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official

My firm 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

Attachment E – Criminal History Review of Contracting Party Employees

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

“*Covered Employees*”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. Trinity Basin Preparatory (“TBP”) retains the discretion to determine what constitutes direct contact with students.

For public works, a person does not have the opportunity for direct contact with students if:

- (1) the public work does not involve the construction, alteration, or repair of an instructional facility;
- (2) for a public work that involves construction of a new instructional facility, the person's duties related to the contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or
- (3) for a public work that involves an existing instructional facility:
 - (A) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
 - (B) the contracting entity adopts a policy prohibiting employees, including subcontracting entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

All contractors must work with TBP to comply with the requirements of Texas Education Code § 22.0834 and § 22.08341 prior to beginning services to TBP.

CRIMINAL HISTORY REVIEW OF CONTRACTING PARTY EMPLOYEES

Please complete the information below:

I, the undersigned agent for _____ (“Contracting Party”),
certify that [check one]:

None of the employees of Contracting Party or any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that Contracting Party has taken precautions or imposed conditions to ensure that the employees of Contracting Party and any subcontractors will not become covered employees. Contracting Party will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Contracting Party or any subcontractors are “covered employees.” If this box is checked, I further certify that:

1. If Contracting Party receives information that a covered employee subsequently has a reported criminal history, Contracting Party will immediately remove the covered employee from contract duties and notify TBP in writing within three business days.
2. Upon request, Contracting Party will provide TBP with the name and any other requested information regarding covered employees so that TBP may obtain criminal history record information on the covered employees.
3. If TBP objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contracting Party agrees to discontinue using that covered employee to provide services to TBP.
4. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to TBP or having any direct contact with students.

I understand that non-compliance with this certification by Contracting Party may be grounds for contract termination and/or barring disqualified persons from performing the work.

Signature of Contracting Party Official

Date

Attachment F – Debarment or Suspension Certificate

Trinity Basin Preparatory is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Contracting Party must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Contracting Party certifies that no suspension or debarment is in place, which would otherwise preclude Contracting Party or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Signature of Contracting Party Official

Date

Child Support Certification

Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

- a person who is more than 30 days delinquent in paying child support, and
- a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until:

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include:

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application, and
- the statement in Section 3 below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that the statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name:	SSN:

Section 3

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Contractor Authorized Representative Printed Name: _____ Title: _____

Contractor Authorized Representative Signature: _____ Date: _____

X

EDGAR CERTIFICATIONS

THESE PAGES MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL AT BID OPENING

TO WHOM IT MAY CONCERN:

The following certifications and provisions are required and apply when TBP expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by TBP and its subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when TBP expends federal funds, TBP reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when TBP expends federal funds, TBP reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. TBP also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if TBP believes, in its sole discretion that it is in the best interest of TBP to do so. Vendor will be compensated for work performed and accepted and goods accepted by TBP as of the termination date if the contract is terminated for convenience of TBP. Any award under this procurement process is not exclusive and TBP reserves the right to purchase goods and services from other vendors when it is in TBP's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when TBP expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when TBP expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when TBP expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by TBP resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 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 awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by TBP, the vendor certifies that during the term of an award for all contracts by TBP resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by TBP, the vendor certifies that during the term of an award for all contracts by TBP resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by TBP, the vendor certifies that during the term of an award for all contracts by TBP resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by TBP, the vendor certifies that during the term and after the awarded term of an award for all contracts by TBP resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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 agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (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 agreement, 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 subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended by TBP and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended TBP as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by TBP, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by TBP for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by TBP for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When TBP expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the TBP shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____ Date: _____