

RICE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**REQUEST FOR COMPETITIVE
SEALED PROPOSALS**

for the following Construction Project:

**Sheridan Elementary HVAC Replacement Project
Replace 7 Rooftop HVAC Units**

PROPOSAL DUE DATE:

June 13th, 2023

PROPOSAL PACKAGE

Addendum (June 8th, 2023):

Carrier is the preferred brand of equipment, but suppliers of equivalent manufacturers are not prohibited from responding.

INDEX

THIS PROPOSAL PACKAGE CONTAINS THE FOLLOWING SECTIONS:

1. Scope of Work, Submittal Instructions, and Deadlines
2. Evaluation Criteria
3. Davis-Bacon Prevailing Wage, Sample Contract
4. Required Forms

SECTION 1
SCOPE OF WORK, INSTRUCTIONS, AND DEADLINES

1. SCOPE OF WORK

This is a request for competitive sealed proposals pursuant to Chapter 2269 of the Texas Government Code and 2 CFR Part 200 for the Rice CISD- Sheridan Elementary School, located at 5526 FM 2437, Sheridan, Texas 77475.

Rice CISD encourages and welcomes the participation of small, minority and women owned firms in this solicitation. Additionally, the selected firm will be required to take all affirmative steps set forth in 2 CFR Part 200 to solicit and reach out to small, minority and women owned firms for any sub-consulting opportunities on the projects.

Scope of Work:

1. Demo existing boiler/gas pipe downstream and associated piping, insulation, controls, and ducting.
2. Procure equipment and mobilize to site.
3. Crane will deliver equipment to site.
4. Check in with customer and make safe work area.
5. Disconnect electrical from 7 RTU.
6. Use crane to remove and set 7 new Carrier RTU.
7. Crane will haul off and discard old units.
8. Reconnect electrical and install new electrical disconnect and water tight electrical conduit on 7 RTUs.
9. New carrier units will come with Bacnet capabilities.
10. Check operation of units.
11. Clean work area and check out with customer.
12. Perform Manufacture Recommend Start-up
13. Through housekeeping of jobsite
14. File all necessary paperwork with State and Local Municipalities
15. Quality assurance check with customer
16. Reconnect gas line, leak check all connections downstream after propane regulator.
17. The piping system shall be labelled or marked "PROPANE", as applicable, utilizing yellow labels or markings.
18. Adjust or covert new gas valve as needed to ensure proper combustion in the heat exchanger

2. SITE VISIT

A Pre-Proposal Conference and site visit will be held at the Sheridan Elementary June 5th, 2023 at 10:30 am located at 5526 FM 2437, Sheridan, TX 77475

3. SUBMISSION INSTRUCTIONS DEADLINE

Proposals must be submitted in a binder on 8 ½” by 11” paper, single sided, with consecutive page numbers. Submissions shall include two (2) original signed copies and one (1) electronic copy of the proposal (including all required signed forms) in pdf format on a flash drive. Proposals must be submitted in a sealed envelope clearly marked with the following information:

- Name, address, and telephone number of the proposer
- Project title
- Time and date of submission deadline

Proposals must be delivered to the District at the following address by **2:00 PM, CST, on June 13th, 2023:**

Rice CISD Administration Office
1094 Raider Drive
Altair, TX 77412

4. QUESTIONS

The District will not answer verbal questions regarding the requirements specified in this solicitation. Questions must be emailed to John Post, Business Manager at Rice Consolidated ISD, at jhp13@riceraiders.net. The deadline for questions is June 8th, 2023 at 12:00 pm. Any response(s) to questions will be replied to in writing by the District and provided to all proposers.

5. PROPOSAL CONTENT

The Proposal must contain the following sections in the order presented below. Proposals that do not include these sections may be considered non-responsive and as such may not be considered.

Tab 1: Firm Overview

- Firm Information
 - Name of Firm
 - Address of Principal Office
 - Phone Number
 - Form of Business Organization (corporation, partnership, individual, etc.)
 - Year founded
 - Primary Individual to Contact
- Whether your company principally works in the Altair, Texas area
- The percentage of your work in the last five years that has been K-12 public school construction

- The percentage of your work for the past 5 years that has been for repeat clients (please breakdown between commercial and education clients)
- Describe your firms warranty program, in particular staffing, reporting, follow-up procedures, etc.

Tab 2: Experience

- A description of past construction, renovation, and/or addition projects that Proposer has completed for public schools that are similar in size, type, and complexity as the project detailed herein (include the name of the school, nature of the project/function of the building, and what type of project—new, addition, renovation)
- Provide a list of any work that your firm may have completed for the District during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with the District or as a subcontractor under an engagement.
- List the categories of work that your organization normally performs with its own forces. Please include information on the work your firm would sub-contract
- List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
- Claims and suits (If the answer to any of the questions below is yes, please attach details).
 - Has your organization ever failed to complete any work awarded?
 - Are there any judgements, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers?
 - Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Tab 3: Financial Information

- Provide a copy of the most recent financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
 - Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - Noncurrent assets (e.g., net fixed assets, other assets).
 - Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - Noncurrent liabilities (e.g., notes payable).
 - Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
- Name and address of firm preparing attached financial statement and date thereof.

- Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).
- Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- Provide name, address and phone number of your financial institution.
- Surety: Name of bonding company and name and address of agent.
- Performance and Payment Bonds for 100% of the construction cost
- Assurance of compliance with Davis-Bacon Federal Prevailing Wage requirements for labor
-

Tab 4: Personnel

- Given the scope and schedule of the project(s), identify the specific Project Manager, Job Superintendent, Estimator and Field Operations personnel who would work on the project(s).
- Provide a resume and references for each individual. Prior to contracting with a construction management firm, Rice Independent School District will have the right to interview the Project Manager and Job Superintendent that will be assigned to each project. The Project Manager and Job Superintendent will be required to remain on the project through final completion.

Tab 5: Price Proposal

- The proposer shall furnish all resources and services necessary to provide services of the type and kind required for the project that is the subject of this solicitation. All pricing information, including any alternate pricing proposals that may be acceptable for some projects, must be included in the proposal.
- This information should match the lump sum included in the attached Sealed Proposal Form

Tab 6: References

- Provide five (5) references from other public schools or other relevant references listing recently completed engagements for the services of the type and kind required in this solicitation. For each reference, include the name of the representative of the owner and a representative of the architect, along with the name of their organization, phone number, and email address).

SECTION 2
EVALUATION CRITERIA

1. EVALUATION CRITERIA

Pursuant to Texas Government Code Section 2269.055 the following factors are used by the District to evaluate which proposal provides the best value to the District:

Factor	Weight
Price Proposal (Tab 5)	30%
Experience and Reputation of the Proposer, including warranty services (Tabs 1, 2, and 6)	25%
Demonstrated Qualifications of Personnel and Team (Tab 4)	15%
Quality and extent to which the goods and services meet the District's needs	15%
Whether the offeror's financial capability is appropriate to the size and scope of the project (Tab 3)	15%
Total	100

The District's evaluation of proposals will be based on all available information, including submitted proposals, subsequent interviews (if necessary), reports, discussions, and reference checks. An administrative recommendation will be made to the Board of Trustees at a future Board Meeting.

SECTION 3
GENERAL TERMS AND CONDITIONS

1. The District reserves the right to accept or reject all or any part of any Proposals, waive minor formalities, and to be the sole judge of quality and suitability.
2. This solicitation does not in any way obligate the District to award a contract or pay any expense or cost incurred in the review and submission of proposals responding to this solicitation.
3. The District may choose to award a contract based on the original submission, including interviews, if applicable, or move to negotiations. Because the District may choose not to enter into negotiations and/or request a best and final proposal, all proposers are to assume the original submission, and any subsequent communication with the District, may be considered a final proposal.
4. All documentation submitted by proposer shall be deemed the property of the District. No documentation or certification will be returned to any proposer.
5. The District will provide any and all building plans, surveys, drawings or data in its possession relevant to the Project.
6. A copy of all required licenses, proof of insurance, and documentation shall be provided to the District prior to any work commencing on the Project.
7. Prevailing wages applicable to this project are included herewith. Contractor agrees to comply with all requirements of Texas Government Code Chapter 2258.
8. A pre-job conference will be held with the chosen proposer prior to mobilization of the Project with the Project supervisor and the District's Maintenance Director. This conference will be held to review the "Scope of Work" and specifications to assure that there are no misunderstandings.
9. PRE-JOB SUBMITTALS
 - a. Evidence of Workers' Compensation and Automobile Insurance coverage.
 - b. Evidence of Liability Insurance coverage.
 - c. Performance and Payments Bonds.
 - d. Signed Contract between Rice Consolidated and the Contractor.
 - e. Company removal and installation procedures.
 - f. Company safety procedures.
10. Contractor hereby agrees to file any and all required state and federal notifications for this project.

11. Contractor agrees, prior to commencement of the work, to furnish valid payment and performance bonds for the Project in the amount of the full penal sum of the contract amount, to the extent such bonds are required under Chapter 2253 of the Texas Government Code.
12. Contractor agrees to carry and maintain liability, workers' compensation and automobile insurance in amounts satisfactory to the owner, proof of which coverage must be provided to Owner prior to commencement of the work.
13. Contractor agrees that upon award, a full contract for construction services will be executed by Contractor and the District on the AIA form A101 and A201, as amended by the District, or another suitable contract form selected by the District. A copy of the contract the District intends to utilize is attached hereto.
14. Contractor agrees to comply with all requirements related to Criminal History Review and Certification of the employees of Contractor and any subcontractors on the Project, to the extent required by Texas law and as applicable to the Project.
15. **Conflict of Interest.** Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer of family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the District within seven (7) business days after the later of: The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or the date the person becomes aware of facts that require the statement to be filed.

A Conflict of Interest Questionnaire is attached hereto and must be submitted with all proposals.

16. Certificate of Interested Parties.

House Bill 1295 Certificate of Interested Parties as of January 1, 2016.

Any and all resultant contracts of this CSP will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill # 1295 Certificate of Interested Parties.

17. DAVIS-BACON PREVAILING WAGE REQUIREMENTS

Interested vendors must comply with all applicable provisions of the Acts in order to be considered an eligible vendor. The Davis-Bacon Prevailing Wage Rates are included herein.

By signing this document, the Proposer agrees that he/she understands the above terms and conditions.

Company Name: _____

Typed Name of Company Representative: _____

Signature of Company Representative: _____

Insert DAVIS-BACON WAGE RATES

SAMPLE CONTRACT

AGREEMENT FOR MINOR FACILITIES PROJECT

THIS AGREEMENT made as of _____, 2022, between _____ Independent School District (“Owner”) and:

Contractor: _____

For the following Project: _____

Cooperative Contract No. (if applicable): _____

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist only of this Agreement; Contractor’s Proposal (if applicable) attached as Exhibit A; Exhibit B; any specifications or drawings furnished to the Contractor; any Request for Bids, Proposals or Quotes issued by the Owner; any specifications issued by any manufacturer of materials or equipment used for the Project; and any other documents listed in this Agreement, including any modifications issued after execution of this Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE WORK

2.1 The Contractor shall provide all services, materials, installation services and warranties (“Work”) as described in the Proposal attached as Exhibit A, incorporated herein by reference, and as depicted in any specifications, manufacturer/supplier’s drawings, specifications or submittals. Contractor will provide all materials and labor according to the standards of his profession. Contractor agrees to perform all Work in a good and workmanlike manner.

- 2.2 All materials and labor is warranted in accordance for a period of one year, or longer as provided by law or the manufacturer/supplier of materials, during which time the Contractor will repair or replace any defective materials or labor at its sole expense. Nothing in the Contract Documents shall be interpreted as limiting any express or implied warranties. Any conditions or limitations of warranty/liability contained in Contractor's Proposal are not included, and are hereby expressly excluded from this Agreement unless such terms, conditions or limitations are restated in the main body of this Agreement. The appearance of such matters in any the Proposal is ineffective, as the inclusion of Contractor's Proposal is intended to only provide information relating to the scope, deliverables, deadlines and prices relating to Contractor's services.

ARTICLE 3 SUBSTANTIAL COMPLETION

- 3.1 The Contractor shall achieve Substantial Completion of the Work by _____. As a mutually agreed upon liquidated damage, and not a penalty, the Owner may, at its option, asses liquidated damages as a rate of \$_____ per day for each day beyond the Substantial Completion deadline above until the Contractor achieves Substanital Completion.

ARTICLE 4 CONTRACT SUM

- 4.1 The Contract Sum for the Work shall be _____ DOLLARS (\$_____). The Contract Sum may subject to additions and deductions as agreed to in writing by the Contractor and Owner.

ARTICLE 5 PAYMENTS

- 5.1 The Owner's payment of the Contract Sum to the Contractor shall be made no later than 30 days after final completion of the work, upon presentation of a written detailed invoice by Contractor in an amount not to exceed the amount of the Proposal, unless subsequently amended upon written agreement of Contractor and Owner. Final payment shall be conditioned upon Contractor's completion of all punchlist work, Contractor's submission of all required close-out documents, and Owner's receipt of final lien releases from Contractor, its subcontractors and suppliers, conditioned only upon receipt of final payment in the form required by Texas Property Code Chapter 53.
- 5.2 At the Owner's sole election, the Owner may make monthly progress payments to Contractor, within 30 days of Owner's receipt of a detailed written application for payment/invoice from Contractor. Payment applications shall be accompanied by a schedule of values showing progress of the work. Owner shall be entitled to withhold retainage in the amount of 5% (five percent) from each monthly progress payment. Final payment to the Contractor, including release of retainage, shall be made no later than 30 days after final

completion of the work, upon presentation of a written detailed invoice by Contractor. If progress payments are made, Final Payment is subject to the terms of Section 5.1 above.

ARTICLE 6 TERMINATION

6.1 The Contract may be terminated by the Owner, with or without cause, upon written notice to the Contractor. On the effective date of termination, as stated by the Owner, Contractor shall immediately cease Work after taking all actions necessary, or as directed by the Owner, for protection and preservation of Work already performed. Contractor shall be entitled to payment for all Work performed up to the effective date of the termination.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 The Owner's designated representative is: _____

7.2 The Contractor's designated representative is: _____

7.3 If applicable, the Contractor, at its own expense, shall furnish the District any required public works payment or performance bonds as required by Chapter 2253 of the Texas Government Code.

7.4 Contractor shall deliver acceptable proof of insurance coverage for commercial liability and workers' compensation coverage to the Owner prior to commencing with the Project, in accordance with the requirements set forth in Exhibit B.

7.5 If applicable, Contractor shall comply with the criminal history provisions of Section 22.08341 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. The form of certification by Contractor shall be supplied by Owner upon request, and must be supplemented by Contractor as required by law, or as requested by Owner.

7.6 It is understood and agreed that Contractor is an independent contractor and neither Contractor nor any employees, volunteers, or agents contracted by Contractor shall be deemed for any purposes to be employees, volunteers or agents of Owner. Contractor shall assume full responsibility for the action of such employees, volunteers, or agents while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), statutorily required workers' compensation, disability benefits and like requirements and obligations.

7.7 Indemnity—Contractor agrees to indemnify and hold harmless Owner, its trustees and employees against any and all losses, costs, expenses and liabilities, including but not limited to reasonable attorneys’ fees and court costs, to the extent they arise out of Contractor’s negligent acts or omissions.

7.8 Contractor shall maintain any and all applicable license(s) and certification(s) necessary to perform any services contemplated by this Agreement. Contractor shall observe and comply with all Federal, State, County and City laws, rules, ordinances and regulations that in any manner affect the provision of services and performance of all obligations undertaken pursuant to this Agreement.

7.9 Contractor 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. Contractor further certifies and verifies, to the extent applicable to Contractor and the Contract Sum, that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the “Contractor Companies”), boycotts Israel, and contractor agrees that Contractor and Contractor 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.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies, of which one is to be delivered to the Contractor, and the other to the Owner.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed Name and Title)

(Printed Name and Title)

EXHIBIT A: Contractor’s Proposal

EXHIBIT B: Owner’s Insurance Requirements

EXHIBIT C: 2 CFR Part 200 Contract Certifications

EXHIBIT A

CONTRACTOR'S PROPOSAL

[Attach]

**EXHIBIT B
OWNER'S INSURANCE REQUIREMENTS**

It is suggested that this Exhibit be provided to the Contractor's Insurance Provider

Contractor shall not commence work until all required insurance coverage has been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurances on the current ACORD form shall be issued to the District showing all required insurance coverage.

<u>Insurance Required</u>	<u>Limit Required</u>
Automobile Liability insurance covering Any Auto	\$1,000,000 Combined Single Limit
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.	\$1,000,000 Occurrence \$2,000,000 Aggregate \$1,000,000 Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments Per Project Aggregate (CG 70 49) Evidence of coverage must be shown on certificates of insurance.
Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act. Employers Liability insurance	Statutory Limits \$1,000,000

Insurance Conditions

All insurance coverage shall be issued on an Occurrence basis by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. The location or description and the bid number, CSP number or Purchase Order number;
2. A 30-day notice of cancellation of any non-renewal, cancellation or material change to any of the policies, and copies of CG 02 05, TE 02 02A and WC 42 06 01 or their equivalents specifically naming the District;
3. "Additional Insured" on the General Liability and Automobile Liability policies naming the District;
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability and Automobile Liability insurance policies.

In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured and (b) showing waivers of subrogation in favor of the District.

All insurance must be maintained for three (3) years following substantial completion with Certificates of Insurance provided. Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected. If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

Property/Builder's Risk coverage will be provided by Owner.

SECTION 4
REQUIRED FORMS

The following forms must be included in order for the Proposal to be considered:

1. Sealed Proposal Form
2. Felony Conviction Notification
3. Conflict of Interest Disclosure (FORM CIQ)
4. 2 CFR Part 200 Contract Certifications
5. Form 1295 Instructions

SEALED PROPOSAL FORM

The proposer, in compliance with your invitation for proposals for the High School Boiler Replacement Project, and having examined the District’s Scope of Work, the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, supplies and disposal services, and to complete the project in accordance with the requirements herein, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

BASE PROPOSAL:

The undersigned agrees to perform and complete the work on this project, for a lump sum price of:

_____ DOLLARS (\$_____).

DATE: _____ SIGNATURE: _____

TYPED NAME: _____

COMPANY NAME: _____

COMPANY ADDRESS : _____

COMPANY PHONE: _____

COMPANY FAX: _____

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 district must give advance notice to the district if the person or 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 for the firm named below, certify that the information concerning notification of felony convictions has been by me and the following information furnished is true to the best of my knowledge.

Company: _____ **Company Official** _____
(Please type or print) (Please type or print)

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

Signature of authorized agent:

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of authorized agent:

C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual (s):

Details of conviction (s):

Signature of authorized agent:

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

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.

2 CFR Section 200 REQUIRED PROVISIONS

Addendum FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

(A) [Applicable ONLY to contracts in excess of \$250,000.] 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 the District expends federal funds, the District 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.

(B) [Applicable ONLY to contracts in excess of \$10,000.] 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.

Pursuant to Federal Rule (B) above, when the District expends federal funds, the District 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. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

(C) [Applicable ONLY to federally assisted construction contracts.] 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 the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) [Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project] 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.

(E) [Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] 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 the District 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 the District resulting from this procurement process.

(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 the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) [Applicable ONLY to contracts in excess of \$250,000.] 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 \$250,000 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 the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(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 the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, 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.

(I) [Applicable ONLY to contracts in excess of \$100,000] 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 the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District 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.

(J) Procurement of Recovered Materials – When federal funds are expended, the District 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 by the District, 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.

(K) 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. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will 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).

(L) Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District 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. Vendor further certifies that it 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.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District 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).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

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

Vendor agrees that the District's Inspector General or any of their duly authorized representatives 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.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. 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: _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Form 1295 must be filled out electronically with the Texas Ethics Commission’s online filing application and included with the proposal. Section 2252.908 of the Texas Government Code prohibits the District from entering into a contract resulting from this CSP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to the District. 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 HCC 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.**

(2) **Print a copy of the completed form.** Make sure that the form has a computer-generated certification number in the “Office Use Only” box.

(3) Have an authorized agent of the business entity sign the form.

Submit the completed Form 1295 along with the executed contract following contract award.

EXHIBIT B

AGREEMENT FOR MINOR FACILITIES PROJECT

OWNER: _____

CONTRACTOR: _____

PROJECT: _____

1. **PRIORITY OF EXHIBIT.** The Parties agree that to the extent any provision in this Exhibit conflicts with any other provision in the Contract Documents, the provisions herein shall control. The term “Contractor” as used herein shall refer to a Contractor serving as the prime general contractor for the above Project.
2. **PREVAILING WAGE RATES.** As required by Article 29, Section 5.5 of the Code of Federal Regulations (The Davis-Bacon Act and related provisions), no employee used in this construction may be paid less than the minimum prevailing wage applicable to the Project, as set forth in **Attachment 1** to this Exhibit. The applicability of prevailing wages shall not be construed to prohibit payment to laborers of more than the rates identified.
3. **MINIMUM WAGES.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof as **Attachment 1** to this Exhibit, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
 - a. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 3(c) of this Exhibit; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the

classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4) of the Davis-Bacon Act. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - c. If the Contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in separate account assets for the meeting of obligations under the plan or program.
4. **WITHHOLDING.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- 5. PAYROLLS, REPORTING AND RECORDS.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- 6. REPORTING.** The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate federal agency, if the federal agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site, and is attached hereto as **Attachment 2** to this Exhibit. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate federal agency, if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the any appropriate party, including the Wage and Hour Division of the Department of Labor, for purposes of an investigation or audit of

compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or Owner).

7. STATEMENT OF COMPLIANCE. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- d. The weekly submission of a properly executed certification set forth on the reverse side or second page of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this Exhibit.
- e. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

8. RECORD KEEPING. The contractor or subcontractor shall make all records required under this Exhibit available for inspection, copying, or transcription by authorized representatives of the Owner or the Department of Labor, and shall permit such representatives to interview employees during working hours on the

job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal Agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- 9. APPRENTICES AND TRAINEES.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the

applicable predetermined rate for the work performed until an acceptable program is approved.

- a.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

10. COMPLIANCE WITH COPELAND ACT REQUIREMENTS. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

11. SUBCONTRACTS. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a

clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

12. TERMINATION UNDER THIS SECTION. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

13. COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Exhibit.

14. DISPUTES CONCERNING LABOR STANDARDS. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Exhibit shall not be subject to the general disputes clause of the Contract Documents. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

15. CERTIFICATION OF ELIGIBILITY. By entering into a contract with the Owner, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- a. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **OVERTIME REQUIREMENTS.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer

or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. VIOLATIONS, LIABILITY AND LIQUIDATED DAMAGES.** In the event of any violation of the clause set forth in Section 16 of this Exhibit, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subsection (a) of this Section.
 - c. WITHHOLDING.** Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection (b) of this Section 16.
- 17. SUBCONTRACTS.** The Contractor or subcontractors shall insert in any subcontracts the clauses set forth in Section 16 of this Exhibit and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 16 of this Exhibit.

This Exhibit is effective as of the date indicated on the Agreement between the Owner and the Contractor.

OWNER:

CONTRACTOR:

By: _____

By: _____

(Printed Name and Title)

(Printed Name and Title)

Attachment 1

**[Insert Harris County Building Trades Wage Determinations
Effective as of Contract Date]**

Attachment 2