



RFP #987- 25 Issued: July 28, 2025
REQUEST FOR COMPETITIVE SEALED PROPOSALS
FOR THE CONSTRUCTION OF A NEW
WEST COMPLEX AGRICULTURAL CENTER AND A NEW COMPETITION HIGH SCHOOL
SOCCER FIELD

Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter D, as amended, the Tomball Independent School District is seeking submissions from qualified Contractors to provide Construction Services for the project identified in this RFP.

Refer to Section II and III for critical dates and time requirements necessary to propose on this project. There is a non-mandatory pre-proposal meeting.

Any Proposal received after the RFP defined time will not be considered and will be returned unopened. Unsigned Proposals and/or Proposals received via Facsimile or Email will not be considered. This CSP is being issued as a single submission process due at the assigned time. Pursuant to the provisions of the Texas Government Code §2269.151, the Owner's staff or assigned representative, will publicly open and read aloud the names of the respondents and all requested monetary offers provided and as requested in this RFP. Within forty-five (45) days following the date of the opening, the proposals will be evaluated and ranked in relation to the selection criteria set forth herein. Award will be made utilizing the Evaluation Criteria as required by Texas Education Code §2269.154 and as stated herein. Respondents must provide all requested information; failure to comply with any portion of the solicitation will be reflected in the evaluation process.

This RFP and all documents in total can be downloaded from the Tomball ISD Purchasing website, <https://www.tomballisd.net/about-tisd/departments/finance/purchasing/bids-and-proposals>. If you have trouble with the link, go to the Tomball ISD website and at the "Find" bar type "bids". This will take you directly to the procurement page. Contact the Program Manager in the method prescribed herein if you encounter any problems or have any questions.

TOMBALL INDEPENDENT SCHOOL DISTRICT
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FOR THE CONSTRUCTION OF A NEW
WEST COMPLEX AGRICULTURAL CENTER AND A NEW COMPETITION HIGH SCHOOL
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I. INTRODUCTION

A. Pursuant to the provisions of the Texas Government Code § 2269, Subchapter D, it is the intent of the Tomball Independent School District (hereinafter known as Owner) to solicit proposals from qualified vendors to provide Construction services in the process as described herein.

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

C. Project Information: The Owner plans to build a new one-story Agricultural Science Facility (ASF), and a High School Competition Soccer Field (HSCS), both to be located at the West Campus immediately to the South of Tomball West Intermediate School. An address has not yet developed.

D. The ASF will house space for students to raise animals as part of the CTE program. The facility has *approximately* 32,300 gsf. It will include site specific Civil work, and utility connections, extensions and minor offsite requirements to meet the utility needs and a new turning lane on Berry Point Drive. The finished deliverable shall be a fully connected, serviceable and functional facility.

E. The practice soccer field will include site specific Civil, a natural grass turf as specified, parking lot, support building to house gang restrooms, Janitor's closet, storage, concession area and necessary infrastructure spaces. The field will have seating, support buildings and a press box. The parking lots of both facilities will be concrete with poll mounted led lighting. The Soccer Field will have competition led sport lighting.

F. The trades include but are not limited to:

- a) Tomball ISD is it's own M.U.D. at this location. The Project(s) may include but are not limited to the following general scope items:
- b) Site utilities are all at the R.O.W. unless shown otherwise
- c) Concrete paving as designed
- d) Foundations may include drilled piers, spread footings and grade beams or as noted on the documents
- e) Pre-Engineered Metal Building (PEMB)
- f) Metal fabrications
- g) Masonry Wainscot, CMU Masonry and Load Bearing CMU Masonry
- h) Limited aluminum, glass and window systems
- i) Metal Roofing
- j) Metal Exterior Walls as part of the PEMB and other vertical structures where defined
- k) Interior CMU walls
- l) Prefabricated press box and supporting structure and utilities
- m) Metal bleachers with seating for 250 spectators and code related fencing, rails, ramps and steps
- n) Tile at restrooms, exposed concrete flooring, exposed sealed concrete flooring
- o) Suspended drywall, lay-in acoustic panels, painted exposed structure.

- p) Painted, HM doors and frames, overhead coiling doors
- q) Limited Casework
- r) Specialties
- s) Automatic sprinkler system where required by code
- t) Plumbing systems
- u) HVAC Systems and building automation
- v) Electrical, telecommunications systems, telephone systems, and lightning.
- w) Fire detection, alarm and emergency call systems
- x) Building access controls systems
- y) Security cameras
- z) Irrigation and landscaping
- aa) Other improvements as needed and shown on the construction documents and provide for in the construction specifications.
- bb) Fiber run in existing pathways from other local campus facilities.
- cc) The substantial completion date is May 15, 2027.

G. The Owner's estimated **Cost of Construction \$6,300,000.00**. This includes an **Owner's Contingency of \$400,000**. There may be other Allowances noted on the bid form in this RFP, and provided for in the Construction Specifications, however if provided for, they are considered to be included in this total amount unless stated otherwise.

H. ARCHITECT:

Texas Arcadis, Inc.

1330 Post Oak Blvd, Suite 2250

Houston, TX 77056

I. PROGRAM MANAGER: (Owner's Representative)

Lockwood, Andrews & Newnam, Inc.

Onsite at Tomball ISD

1110 Baker Drive

Tomball, Texas 77375

II. RFP ADVERTISEMENT, AVAILABILITY, AND DELIVERY

A. Proposal/Contract Documents, including Drawings, Technical Specifications, and Addenda are available for download from <https://www.tomballisd.net/about-tisd/departments/finance/purchasing/bids-and-proposals>. (E-bid and Bonfire are not required to submit.)

B. This CSP shall be submitted as a single part submission. The submission shall include but may not be limited to;

C. Price proposal utilizing only the provided Forms,

D. The top (3) Key Subcontractors with their proposed cost all-inclusive of fees so as to be fully additive or deductive. (Refer to the bid form for more information.)

E. Alternates if requested.

F. Specified Unit Costs if requested.

G. Owner requested allowances. (Contractor proposed allowances as a part of the bid will not be considered unless stated otherwise.)

H. Responses are due as described in RFQ section III PROBABLE SCHEDULE OF EVENTS. All responses must be provided in a sealed envelope/package with a clearly printed label on the face of the package as shown below and delivered to:

(Label to be placed on the proposal.)

Attention: Mr. Zachery Boles, CFO
Tomball ISD Annex Building
RFP 987-25 West Complex Agricultural Center and a
New Competition High School Soccer Field
1110 Baker Dr
Tomball, TX 77375

I. Questions concerning this RFP shall be directed to the Owner's Program Manager, in writing, to the email address below. Questions concerning the Contract Documents (drawings and specifications), shall be addressed to the Architect, in writing, to the email address below. Any response other than by addendum will not be considered valid, regardless of whom it came from. The official response will only be considered when issued through Addendum. Verbal questions and explanations are not permitted other than as described by this section. All questions are due as described in RFP section III PROBABLE SCHEDULE OF EVENTS. Answers to questions will be issued by Addendum from the Program Manager which will include the Architect/Engineer responses for the Project and will be posted on Owner's Website as described in RFP section. There is an early submission of references which is required. Refer to the III PROBABLE SCHEDULE OF EVENTS for all required date deadlines.

J. Questions during bidding which concern the RFP documents and administrative requirements shall be addressed to the Program Manager:

John Carey
Program Manager
1110 Baker Dr
Tomball, Texas 77375
Email: jcarey@lan-inc.com

K. Questions during the bidding which concern the Contract Documents shall be addressed to Architect:

Blake Norris
Texas Arcadis, Inc.
1330 Post Oak Blvd., Suite 2250
Houston, TX 77056
Email: blake.norris@arcadis.com

III. PROBABLE SCHEDULE OF EVENTS

	<u>Date</u>	<u>Time</u>		<u>Event</u>
A.	July 25, 2025 August 1, 2025 July 28, 2025	N/A N/A N/A		1st Advertisement Posted for this CSP. 2nd Advertisement Posted for this CSP. RFP Posted on TISD Website
B.	August 7, 2025	1:00 P.M.		References due: Chelsea Randle Email: clrandle@lan-inc.com Phone: (832) 602-7511
C.	August 12, 2025	11:00 A.M.		Pre-Proposal Conference 1110 Baker Drive Tomball, Texas 77375
D.	August 18, 2025	12:00 P.M.		Deadline for questions
E.	August 20, 2025	2:00 P.M.		Final Addendum Posted
F.	August 27, 2025	2:00 P.M.		Submission of Proposals Due Attn: Mr. Zachery Boles, CFO 1110 Baker Drive Tomball, Texas 77375
G.	September 9, 2025	5:30 P.M.		Anticipated approval by BOT
H.	September 15, 2025	N/A		Pending successful contract discussions.
I.	May 15, 2026	11:59 P.M.		Substantial Completion Date

A. Any Proposal received after such time will not be considered and will be returned unopened. Unsigned Proposals and/or Proposals received via Facsimile or Email will not be considered. When proposals are received, pursuant to the provisions of the Texas Government Code §2269.151, the Owner's staff will publicly open and read aloud the names of the respondents and monetary offer stated in the Proposals along with the Alternates. Within Forty-five (45) days following the date of the opening, the proposals will be evaluated and ranked in relation to the selection criteria set forth herein. Award will be made utilizing the Evaluation Criteria as required by Texas Government Code §2269.154 and as stated herein. Respondents must provide all requested information; and failure to comply with any portion of the solicitation will be reflected in the evaluation process. Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of the Owner, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

IV. SUBMISSION FORMAT & CONTENT REQUIREMENTS

A. The contents of the Respondent Proposal must be complete in description, concise in volume, and austere in form utilizing specific parts with specific TABS as listed.

B. The Proposal should be in the format of a written report and should be prepared on 8-1/2" x 11" sheets (single-sided) unless noted below and bound with coil or three ring binding. One (1) original containing an executed version of the following

C. Proposal Document Organization

TAB A -

- a) VII.A Letter of Interest
- b) VII.B Executive Summary
- c) VII.C Submission Questionnaire
- d) VII.F Respondent Project Experience
- e) VII.M Personnel
- f) VII.P Additional Information
- g) VII.R Optional Information

TAB B – Financials may be submitted under separate sealed envelope labeled as noted in this RFP. If provided separately, provide a blank page stating, "Provided in separate sealed envelope".

- h) VII.T Financial Information

TAB C – Bid Forms

- i) EXHIBIT A –PROPOSAL FORM
- j) EXHIBIT B – KEY SUBCONTRACTORS
- k) EXHIBIT C.- UNIT PRICING
- l) EXHIBIT D - DEVIATIONS AND EXCEPTIONS

m) EXHIBIT E – BID BOND

TAB D – Remainder of required Exhibits

n) EXHIBIT T – CONFLICT OF INTEREST DISCLOSURE STATEMENT

TAB E –

o) Additional Information

p) Optional Information

D. The submittal shall consist of:

a) Three (3) copies of the proposal and (1) original, (4) total, Bound.

b) One (1) flash drive containing:

c) PDF of the entire proposal. Original

d) Completed Microsoft Excel File provided in native file format. A PDF of this file may be provided as a record and included on the flash drive with the completed Excel File.

E. It is not required to re-state each question in the response. However, the response must provide section number, and outline level description of the response item since the evaluation criteria will rely on certain sections of the response. The response shall be organized by TABs as listed above.

F. Respondents may provide supplemental materials further describing their capabilities and experience in TAB E - Additional Information.

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

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

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

J. As an alternative, the respondent may submit the financial information in a separate envelope as described, visible only to the Owner. If this method is chosen, the financial shall be submitted in a second sealed envelope, labeled **Financials Confidential**, with the same address as the response.

V. DEFINITIONS

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

- B. Company: The prime General Contractor to join the Architect, Owner representatives and Program Manager to ensure optimal Cost Control, Scheduling, Phasing of Packages and Construction of Owner facilities.
- C. Program Manager: The entity contracted by the Owner to provide overall fiduciary responsibilities and direct oversight of the contractor and A/E Team to ensure performance of actions contributing to the success of the owner's objective.
- D. RFP: Request for Proposals
- E. CSP: Competitive Sealed Proposal
- F. Owner: Tomball Independent School District

VI. TERM OF CONTRACT

- A. A contract awarded in response to this RFP will be for General Contracting Services for a new West Complex Agricultural Center, Competition Soccer Field and amenities. The Owner has defined project completion dates for the anticipated work in the schedule of events.

VII. SUBMISSION REQUIREMENTS

- A. Letter of Interest
- B. Executive Summary - Each respondent must include an executive summary briefly highlighting the respondent's qualifications and shall include how the respondent is most qualified to meet the evaluation criteria.
- C. Submission Questionnaire - Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be provided in a separate format, but the information requested below is to be provided in this format. Failure to provide clear, transparent, non-elusive answers will be deemed non-responsive and scored accordingly. The Respondent **MUST** provide a response to each question. Where it is not applicable, provide N/A. Do **NOT** leave any blanks.
- D. Firm Information
 - a) Name of Firm
 - b) Address of Principal Office
 - c) Phone and Fax Number
 - d) Primary Individual (Point of Contact) for this RFP; name and email
- E. Firm Organization
 - a) Form of Business Organization (corporation, partnership, individual, joint venture, other?)
 - b) How many years has your organization been in business in its current capacity?
 - c) How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
 - d) If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.

e) If your organization is a partnership, answer the following: Date of organization, Type of partnership (if applicable), and Name(s) of general partner(s).

f) If your organization is individually owned, answer the following: Date of organization, Name of owner.

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

F. Respondent Project Experience

G. Construction value

a) What is the construction dollar value, year by year, of all work under contract in all locations by your company for the period of 2020-2024?

b) What is the construction dollar value, year by year, of all work under contract in Texas by your company for the period of 2020-2024?

c) What is the construction dollar value, year by year, of all work under contract in Harris and its contiguous Counties by your company for the period of 2020-2024?

d) What percentage of your company's total construction dollar value, year by year, does all work under contract in Harris and its contiguous Counties by your company for the period of 2020-2024 represent?

e) What percentage of all work under contract are in Harris or its contiguous Counties, by your company for the period of 2020-2024 has been K-12 school construction?

f) What is the full time equivalent (FTE) employee count in all Texas locations by your company for the period of 2020-2024?

g) What is the largest single executed contract value, year by year, by your company for the period of 2020-2024?

Section	2020	2021	2022	2023	2024
VII.G.a)					
VII.G.b)					
VII.G.c)					
VII.G.d)					
VII.G.e)					
VII.G.f)					
VII.G.g)					

H. Completed Work (through substantial completion) within the last thirty-six months: List K-12 school projects constructed by your organization in Texas. The Respondent is obligated to provide accurate contact information for contacting the persons named below during a survey process that will be used during the evaluation scoring. An oversized (11x17) table format concisely depicting all projects is required. This document is a Microsoft Excel file and will be posted with the RFP. Respondents must use this Microsoft Excel file in response to the requested information in this RFP. The native file must be provided as part of the proposal. The Respondent may include a PDF of the final Microsoft Excel file submitted for record and clarification. For each project, provide:

- a) The Owner Entity
- b) Name of the Project
- c) State if the project was new construction, renovation, addition or combination
- d) Type of construction contract (A101, A133, Owner Unique, etc.)
- e) Nature of the project/function of the building (E.g. New High School with Career Tech programs, athletic complex and natatorium or other K-12 facility.)
- f) Size (GSF)
- g) Construction delivery method (CMAR, CSP, Hard Bid, Etc.)
- h) Original contract (or GMP when CMAR) cost
- i) Final contract (or GMP when CMAR) cost
- j) Number of Change Orders (if any), either cost or time, (not change proposals, contingency expenditures or similar) with brief 150-word explanation, if desired
- k) Bid date/Final GMP
- l) Contractual original completion date
- m) Actual completion date
- n) Number of claims filed by contractor with brief explanation
- o) Number of RFI's
- p) Name of major subcontractors
- q) Owner (Primary contact) contact information (If LAN was the Program Manager, do not list LAN as the Owner's Primary Contact.):
 - (1) Name,
 - (2) title,
 - (3) email address,
 - (4) phone number
- r) Architect contact information:
 - (1) Company name
 - (2) Name,
 - (3) title,
 - (4) email address,
 - (5) phone number

I. Current Work: List up to five (5) projects of similar size and scope currently under construction by your organization. List the projects in order of priority, with the most

relevant project listed first. The Respondent is obligated to provide accurate contact information for contacting the persons named below during a survey process that will be used during the evaluation scoring. An oversized (11x17) table format concisely depicting all projects is required. This document is a Microsoft Excel file and will be posted with the RFP. Respondents must use this provided Microsoft Excel file in response to the requested information in this RFP. The native file must be provided as part of the proposal. The Respondent may include a PDF of the final Microsoft Excel file submitted for record and clarification. For each project, provide:

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

J. Contracting and Subcontracting:

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

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

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

- a) Has your organization ever failed to complete any work awarded?
- b) Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers?
- c) Has your organization filed or been involved in any lawsuits or requested arbitration with regard to construction contracts within the last sixty months?
- d) Within the last sixty months, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

L. Safety

- a) Provide bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years.
- b) Provide a loss analysis from the bidder's insurance carrier.
- c) Provide a loss history covering all lines of insurance coverage carried by the bidder.

M. Personnel

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

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

- a) Provide a resume and references for each individual stating:
 - (1) Proposed role on this project
 - (2) Description of responsibilities for this proposed role (what will this person do?)
 - (3) Relevant past project experience list with role that makes this individual the best choice for this project (Client, cost, seasonal construction schedule, repairs, renovations, new construction, HVAC, etc.)
 - (4) General background information; education, years of experience, registrations, affiliations,
 - (5) Years of service with your company
 - (6) Prior two (2) employers and years of service with each
 - (7) Last three (3) completed or ongoing project assignments

(8) Contact information (Name, title, email address, phone number) for Owner's representative or Architect that could address questions regarding this individual for the last three (3) completed or ongoing projects.

P. Additional Information

Q. Letters of Recommendation: Furnish five (5) letters of recommendation from past or current K-12 Texas school district customers of the respondent, preferably from those projects listed in section [Completed](#) and [Current](#) work.

R. Optional Information

S. Furnish any information not requested by other sections of this RFP that demonstrates the qualifications of your company in the **TAB E** noted.

T. Financial Information

U. A Respondent may submit this section by separate sealed envelope marked with the same label but noted at the top, "CONFIDENTIAL – FINANCIALS". The Respondent submission must contain an audited financial statement, including your organization's latest balance sheet and income statement showing the following items:

- a) Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
- b) Non-current assets (e.g., net fixed assets, other assets).
- c) Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
- d) Non-current liabilities (e.g., notes payable).
- e) Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
- f) Name and address of firm preparing attached financial statement and date thereof.
- g) Is the attached financial statement for the identical organization named under item VII.H.1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent subsidiary).
- h) Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- i) Provide name, address and phone number of your financial institution.
- j) Provide name, address and phone number of your financial institution.

V. Bonding

- a) Provide Name of bonding company and name and address of agent.
- b) Provide letter from bonding company stating the currently available bonding capacity of your company (Bonding limit minus current obligations)?

VIII. AMENDMENTS TO THE RFP

A. Changes, amendments, or written responses to questions received regarding this RFP will be posted on the Owner's website, available through this link, <https://www.tomballisd.net/about-tisd/departments/finance/purchasing/bids-and-proposals>. It is the Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to the submission date. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only by posted addendum.

IX. RESTRICTIONS ON COMMUNICATION

A. The Respondent's, or any agent or representative of Respondent shall not undertake any activities or actions to promote or advertise their qualifications or submission to any member of the Owner's Board of Trustees, the Owner's Administration or their respective staff persons, except as specifically requested in writing by to the named point of contact in section II.I at any time between the date of release of the RFP and the date of award of a contract by the Owner's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or submission submitted by Respondent's. Violation of this provision by Respondent or his/her/its agent may lead to disqualification of his submission from consideration.

B. The Owner reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by Owner.

X. EVALUATION

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

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

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

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

Points Value	Category	Evaluation Method	Reference Section
--------------	----------	-------------------	-------------------

30	Proposed Amount for Base Proposal and Owner-Selected Alternates	Respondent will receive an assigned share of the total available points in this category according to banded point categories shown in the "Table of Awarded Points". A formula will be used as follows to determine the award band for your proposal based on your percentage above the low bid: $\text{Percentage Above Low Bid} = ((\text{Your combination of base price proposal and Owner-selected Alternates} - \text{minimum proposed combination of base price proposals and Owner-selected Alternates}) / (\text{minimum proposed combination of base price proposals and Owner-selected Alternates}))$. The result of the formula will be used to proportion the points awarded based on the "Table of Awarded Points"	XIII
25	Evaluation Survey of Company References and Project Contacts	Respondent's references and stated project contacts will be sent a request to participate in a survey of your company. The weighted average overall score for your company will be used to allocate a pro-rated share of the total available points in this category. If 4 or fewer responses are received, your company will earn fractional points for this category. You are responsible for accuracy of email address. A formula will be used as follows: ("Reference Factor" * points available in the category). "Reference Factor" is determined as follows: If 4 or fewer responses = $((\text{Your Firm Average Score} - \text{Min of all Firms}) / (\text{Max of all Firms} - \text{Min of all Firms})) * (\text{number of responses} * 20\%)$ OR If 5 or more responses = $(\text{Your Firm Average Score} - \text{Min of all Firms}) / (\text{Max of all Firms} - \text{Min of all Firms})$. A minimum value not less than 20% of the available points will be awarded as a floor value. Note: by default, under the scoring above, one firm will earn all points and one firm will earn the points floor.	VII.H, VII.I
15	History of Company Performance	Respondent demonstrates consistent and average past and current workload to staff ratio, showing ability to adequately staff the work and company stability. Respondent shows no or little past history of claims, suits and failure to perform. Respondent shows low number of RFI Generated per project. Respondent shows ability to maintain cost with no cost increases. Positive safety record. Positive asset to liability ratio. Adequate bonding capacity. Strength of letters of reference.	VII.F, VII.H.n), VII.I.m), VII.K, VII.H.o), VII.I.n), VII.H.h), VII.H.i), VII.H.j), VII.I.h), VII.I.i), VII.L, VII.U, VII.V, VII.Q
10	Similar Company Project Experience and Qualifications	Respondent <u>company</u> demonstrates similar company project experience by showing high proportion of Harris and contiguous County region work, projects of comparable cost, complexity and timeframe to the work in the RFP. Respondent demonstrates high proportion of past experience with subcontractors named in proposal.	VII.F, VII.H, VII.H.p), VII.I.o), VII.I, VII.J, Error! Reference source not found.

10	Similar Individual Personnel Project Experience and Qualifications	Respondent <u>individual personnel</u> proposed for the work in the RFP demonstrate similar project experience by showing high proportion of Harris County region work, projects of comparable cost, complexity and timeframe to the work in the RFP. Organizational approach to the project is clear.	VII.O.a), VII.N
5	Financial Stability	Respondents will receive a pro-rated share of the total available points in this category. Respondent shows positive asset to liability ratio. Adequate bonding capacity.	VII.I
5	Prior Positive Experience with Owner	Respondent will earn 2.5 points if no prior experience with Owner. Respondent will earn increased points for positive prior experience. Respondent will earn reduced points for negative prior experience	

XI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. The Form of Contract will be AIA Document A101 - 2017, attached in Section XXXIV, and AIA Document A201 - 2017, attached in Section XXXVI, including incorporated reference files. If the noted documents are not in the initial posting, they will be posted via Addendum.
- B. The Contract, if awarded, will be awarded to the Respondent whose Submission is deemed most advantageous to the Owner, upon approval of the Owner's Board of Trustees.
- C. The Owner may accept any Submission in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the Owner; however, final selection of a Respondent is subject to approval by the Owner's Board of Trustees.
- D. The Owner reserves the right to accept one or more Submissions or reject any or all Submissions received in response to this RFP, and to waive informalities and irregularities in the Submissions received. The Owner also reserves the right to terminate this RFP, and reissue a subsequent Solicitation, and/or remedy technical errors in the RFP Process. The Owner reserves the right to eliminate from or add to any scope of work identified in this RFP.
- E. This RFP does not commit the Owner to enter into a Contract, award any services related to this RFP, nor does it obligate the Owner to pay any costs incurred in preparation for submitting of the Submission for this RFP, or in anticipation of a Contract.
- F. Access and Audit Rights: The Owner, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the respondent's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The respondent shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.
- G. Appeal/Protest Process. Any respondent who submitted a proposal may appeal the Owner's award, if the appeal is based on deviations from laws, rules, regulations, or Owner policies. Owner Board Policy GF(Local) applies to any respondent wishing to appeal a proposal and/or award of a contract. In the event respondent is unsure about the award of the contract, it is the Proposer's responsibility to contact the Owner on the next business day after the award is announced and verify details concerning the award.

XII. PROPOSAL MODIFICATIONS AND WITHDRAWAL PRIOR TO PROPOSAL OPENING

- A. A Respondent may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Owner's Board of Trustees consideration of same.
- B. Likewise, any Respondent may modify a proposal by submitting a supplemental proposal in person prior to the scheduled closing time for receipt of proposals. Such supplemental proposal should mention only additions or subtractions to the original

proposal so as to not reveal the final prices or terms to the Owner until the sealed proposal is open.

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

XIII. EXHIBIT A –PROPOSAL FORM

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

1. To hold the proposal open for acceptance by the Owner for 60 days.
2. To hold alternate proposals open for acceptance by the Owner for 120 days
3. To execute the finalized Contract Documents within ten (10) days after the prescribed forms are presented for signature and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract.
4. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
5. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
6. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
7. The undersigned has reviewed the Contract and exhibits as modified by Owner and agrees to execute a final version of these contracts in accordance with the attached terms, subject to final approval by Owner.
8. By providing a response, each Applicant agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with: the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
9. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost and will not be liable for any preparation cost for any reason.
10. Respondent has visited the site of the proposed work and fully acquainted themselves with the existing conditions there and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.
11. The unit price, if requested, for each of the several items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price proposal represents the total proposal. Any proposal not conforming to this requirement may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.
12. Alternates when requested shall include their pro rata share of overhead so that the total value is an all inclusive additive or deductive cost of work.
13. **Exhibit A & B are designed to capture cost of work and key subcontractors by project. You must provide both. Bids for one or the other alone will not be considered. Duplicate vendors where needed. All other forms shall be considered as for both projects. Agreements will be for one combined project.**

Signature: _____ this signature is proof of acceptance of the above terms.

Bid Form for West Ag Barn

1. Addenda: The undersigned acknowledges receipt of (add lines as necessary):

Addenda 1 dated _ _ / _ _ / _ _

Addenda 2 dated _ _ / _ _ / _ _

Addenda 3 dated _ _ / _ _ / _ _

Addenda 4 dated _ _ / _ _ / _ _

2. Base Proposal: The undersigned agrees to perform the complete Work of this Project including all contingencies and allowances, for the lump sum price of:

_____ Dollars

(Amount written in words governs)

\$ _____ (Amount in figures)

3. Alternates: List alternates below as identified in the Architects bid documents. The respondent may add lines as required and if needed. **Contractor must CIRCLE Additive or Deductive.** If the Owner elects to accept any or all the Alternates, the undersigned agrees to modify the Base Proposal as stipulated. Add lines as needed. Use the same name and unit of measure as listed in the specifications and drawings.

4. Alternate-01:

Additive/Deductive _____ \$ _____

Alternate-02:

Additive/Deductive _____ \$ _____

Alternate-03:

Additive/Deductive _____ \$ _____

Alternate-04:

Additive/Deductive _____ \$ _____

Proof of Acceptance

Company: _____

Address: _____

City

ST

Zip

Telephone: _____ Fax: _____ Email: _____

Printed Name/Title: _____ Signature: _____

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

Bid Form for West HS Soccer Field

1. Addenda: The undersigned acknowledges receipt of (add lines as necessary):

Addenda 1 dated _ _ / _ _ / _ _

Addenda 2 dated _ _ / _ _ / _ _

Addenda 3 dated _ _ / _ _ / _ _

Addenda 4 dated _ _ / _ _ / _ _

2. Base Proposal: The undersigned agrees to perform the complete Work of this Project including all contingencies and allowances, for the lump sum price of:

_____ Dollars

(Amount written in words governs)

\$ _____ (Amount in figures)

3. Alternates: List alternates below as identified in the Architects bid documents. The respondent may add lines as required and if needed. **Contractor must CIRCLE Additive or Deductive.** If the Owner elects to accept any or all the Alternates, the undersigned agrees to modify the Base Proposal as stipulated. Add lines as needed. Use the same name and unit of measure as listed in the specifications and drawings.

4. Alternate-01:

Additive/Deductive _____ \$ _____

Alternate-02:

Additive/Deductive _____ \$ _____

Alternate-03:

Additive/Deductive _____ \$ _____

Alternate-04:

Additive/Deductive _____ \$ _____

Proof of Acceptance

Company: _____

Address: _____

City

ST

Zip

Telephone: _____ Fax: _____ Email: _____

Printed Name/Title: _____ Signature: _____

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

XIV. EXHIBIT B – KEY SUBCONTRACTORS WITH COST

West Ag Barn

1. Key Subcontractors and Vendors :

List the following top (3) Key Subcontractors and Vendors in each category or discipline as noted below. For each category listed provide their price all inclusive to allow for a net add or deduct for the Owner's review. The Owner reserves the right to select either of the three or discard all to seek another Subcontractor or Vendor bid. The Subcontractor or Vendor whose cost was included in the base proposal shall be listed first in each category.

Subcontractor/Vendor	Company Name	Cost Value
Earthwork	1.	
	2.	
	3.	
Site Utilities	1.	
	2.	
	3.	
Paving	1.	
	2.	
	3.	
Structural Steel/Erection	1.	
	2.	
	3.	
PEMB	1.	
	2.	
	3.	
Masonry	1.	
	2.	
	3.	
Structured Cabling	1.	
	2.	
	3.	
Access Controls	1.	

	2.	
	3.	
HVAC Equipment	1.	
	2.	
	3.	
Electrical Equipment	1.	
	2.	
	3.	
Plumbing	1.	
	2.	
	3.	
Public Address System	1.	
	2.	
	3.	

West HS Soccer Field

2. Key Subcontractors and Vendors :

List the following top (3) Key Subcontractors and Vendors in each category or discipline as noted below. For each category listed provide their price all inclusive to allow for a net add or deduct for the Owner's review. The Owner reserves the right to select either of the three or discard all to seek another Subcontractor or Vendor bid. The Subcontractor or Vendor whose cost was included in the base proposal shall be listed first in each category.

Subcontractor/Vendor	Company Name	Cost Value
Earthwork	1.	
	2.	
	3.	
Site Utilities	1.	
	2.	
	3.	
Paving	1.	
	2.	
	3.	
Structural Steel/Erection	1.	
	2.	
	3.	
PEMB	1.	
	2.	
	3.	
Masonry	1.	
	2.	
	3.	
Structured Cabling	1.	
	2.	
	3.	
Access Controls	1.	

	2.	
	3.	
HVAC Equipment	1.	
	2.	
	3.	
Electrical Equipment	1.	
	2.	
	3.	
Plumbing	1.	
	2.	
	3.	
Public Address System	1.	
	2.	
	3.	
Sports Lighting	1.	
	2.	
	3.	

XV. EXHIBIT C – UNIT PRICES

For West Ag Barn and West HS Soccer Fields

1. Unit Prices if requested

Provide unit pricing when called for in the specifications or drawings. (Add lines as needed. Use the same name and units as listed in the specifications and drawings,)

#	Material or Quantity	Unit	Cost
.01			
.02			
.03			
.04			
.05			
.06			

XVI. EXHIBIT D – BID BOND

For West Ag Barn and West HS Soccer Fields

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

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

Furnish Bid Bond.

BID BOND

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

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

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

(SEAL)

(SEAL)

Attest:

By: _____

Affix

Corporate

Seal

Attest:

By: _____

Affix

Corporate

Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his

signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate

Seal

Title: _____

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

XVII. EXHIBIT E - DEVIATION AND EXCEPTIONS FORM

For West Ag Barn and West HS Soccer Fields

A. All respondents are expected to fully comply with all Terms and Conditions of this RFP, including all dates noted, the AIA A101-2017 Standard Form of Agreement and the AIA A201-2017 General Conditions of the Contract for Construction as amended by the Owner. Any proposed deviations or exceptions to the Terms and Conditions of this RFP, including AIA documents, MUST be noted on this sheet. In the absence of any entry on this Deviation Form, the respondent assures the Owner of their full compliance with the Terms and Conditions of this RFP and the AIA documents.

B. Any exceptions to the modified AIA Contract Documents should be noted along with suggested wording for each exception. Owner will consider any such exceptions in its evaluation of the Proposer's proposal but is not obligated to accept any such exceptions or proposed modifications. If the Proposer and Owner are unable to resolve any exceptions to the mutual satisfaction of both parties, Owner reserves the right to reject the Proposer's proposal and award the Contract to another Proposer. Each Proposer, by making its proposal, represents that the Proposer has read, understands, and agrees to Owner's modifications to the AIA Documents. If a project is awarded to a Proposer and the Proposer requests changes to the Contract Documents, the Owner reserves the right to cancel the award and re-award the Project to an alternate Proposer. Requests to modify the terms of the Contract Documents during the pendency of this RFP will be denied.

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

D. The Owner will, at its sole discretion, determine whether the deviations listed below are acceptable. Furnish a description of the requested deviation, noting the impact that the proposed deviation will have on the cost and time of the project, if any, if accepted by the Owner. THIS DEVIATION FORM MUST BE SIGNED BY EACH RESPONDENT WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS PROPOSAL. THE PROPOSAL FURNISHED SHALL NOT BE QUALIFIED OR CONDITIONED IN ANY WAY ON ACCEPTANCE OF THE DEVIATIONS AND EXCEPTIONS LISTED BELOW.

E. If in doubt it is your responsibility to note any and all exceptions.

F. DEVIATION: Cost (+/-/0) Time (+/-)

Respondent Organization Name _____

Authorized Signature _____

XVIII. EXHIBIT F - FELONY CONVICTION NOTIFICATION

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

Subsection (b) states “a school Owner may terminate a contract with a person or business entity if the Owner determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The Owner must compensate the person or business entity for services performed before the termination of the contract.”

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

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

Vendor’s Name_____

Authorized Company Official’s Name (Printed)_____

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

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

c. My company is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s)_____

Details of Conviction(s)_____

Signature of Company Official_____

XIX. EXHIBIT G - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT

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

Vendor: _____

Address: _____

Phone: _____

Respondent (Signature): _____

Respondent (Print Name): _____

Position with Company: _____

Signature of Company Official _____

Authorizing Submission: _____

Company Official (Print
Name): _____

Official Position: _____

XX. EXHIBIT H – PROOF OF INSURABILITY

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

XXI. EXHIBIT I – PROOF OF BONDING CAPACITY

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

XXII. EXHIBIT J - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

Circle below to indicate the business structure of Respondent

Individual/Sole Proprietorship

Partnership or Joint Venture

Corporation

Other Entity (State Type)

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

11-digit Comptroller's Taxpayer Number Employer Identification Number: _____

Respondent Organization Name _____

By: _____

Printed Name: _____

Title: _____

By: _____

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

Printed Name: _____

Title: _____

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

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

XXIII. EXHIBIT K – CERTIFICATE OF RESIDENCY

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

“Section: 2252.001

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

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

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

Section 2252.002

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

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

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

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

_____ Resident Bidder

_____ Non-resident Bidder

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

_____ in the state of _____

Signature of authorized Company Representative

Print Name

____/____/____

Title

Date

XXIV. EXHIBIT L - VENDOR STATEMENT OF DEBARMENT/SUSPENSION

I have read the conditions and specifications provided in the Request for Proposal document attached. I affirm, to the I have read the conditions and specifications provided in the Request for Qualifications document attached. I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business by the federal government or the State of Texas.

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 applicable law, the contractor certifies that during the term of an award for all contracts by the Owner resulting from this procurement process, the contractor 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 or by the State of Texas. Contractor shall immediately provide written notice to the Owner if at any time the contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Owner may rely upon a certification of a contractor that the contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the Owner knows the certification is erroneous.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepare By: _____

Company Official's Name: _____

Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ FAX NUMBER DATE _____

XXV. EXHIBIT M – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

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

XXVI. EXHIBIT N – FORM 1295-CERTIFICATE OF INTERESTED PARTIES

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

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

Owner is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 applies to a contract of Owner that (1) requires an action or vote by the Owner Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov’t Code Chapter 305. Section 2252.908 prohibits Owner from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Owner at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

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

As a “business entity,” all vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- **All vendors must complete Form 1295, even if no interested parties exist**
- In Section 2, insert "Tomball Independent School District"
- In Section 3, insert the "RFQ #987-25 - for this proposal"

(2) print a copy of the completed form (make sure that it has a computer-generated certification number in the "Office Use Only" box)

(3) have an authorized agent of the business entity **sign the form**

(4) submit the completed Form 1295 by **attaching the form to your proposal.**

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

XXVII. EXHIBIT O – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL

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

If (a) Respondent is not a sole proprietorship; (b) Respondent has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepare By: _____

Company Official's Name: _____

Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

XXVIII. EXHIBIT P – CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

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

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepare By: _____

Company Official's Name: _____
Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

XXIX. EXHIBIT Q – CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

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

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepare By: _____

Company Official's Name: _____

Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

XXX. EXHIBIT R – CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

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

If Respondent is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owner; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owner in a fiscal year of the Owner, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov’t Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Respondent hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the Owner for the duration of the Agreement; (2) promptly provide to the Owner any contracting information related to the Agreement that is in the custody or possession of the Respondent on request of the Owner; and (3) on completion of the Agreement, either (a) provide at no cost to the Owner all contracting information related to the Agreement that is in the custody or possession of Respondent, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepared By: _____

Company Official's Name: _____
Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

XXXI. EXHIBIT S – ANTITRUST CERTIFICATIONS STATEMENT (TEX. GOVERNMENT CODE § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepared By: _____

Company Official's Name: _____
Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

XXXII. EXHIBIT T – CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

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

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

“Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

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

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

Owner Board of Trustees include:

Name 1, Name 2, Name 3, Name 4, Name 5, Name 6, Name 7

Owner Superintendent : Name 1

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

Name 1, Name 2, Name 3, Name 4, Name 5, Name 6, Name 7

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

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

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.

XXXIII. EXHIBIT U – PREVAILING WAGE RATES

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

Sec. 2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section [2258.022](#) to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section [2258.022](#).
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates – School Construction Trades

June 2, 2025

Texas Gulf Coast Area

CLASSIFICATION	2025 HOURLY RATE
ASBESTOS WORKER	\$27.20
BRICKLAYER; MASON	\$24.90
CARPENTER; CASEWORKER	\$23.13
CARPET LAYER; FLOOR INSTALLER	\$26.20
CONCRETE FINISHER	\$23.83
DATA COMM/TELE COMM	\$24.33
DRYWALL INSTALLER; CEILING INSTALLER	\$24.33
ELECTRICIAN	\$29.86
ELEVATOR MECHANIC	\$39.78
FIREPROOFING INSTALLER	\$22.99
GLAZIER	\$23.25
HEAVY EQUIPMENT OPERATOR	\$22.17
INSULATOR	\$21.95
IRONWORKER	\$26.50
LABORER, HELPER	\$19.81
LATHERER; PLASTERER	\$22.75
LIGHT EQUIPMENT OPERATOR	\$28.75
METAL BUILDING ASSEMBLER	\$24.00
PAINTER; WALL COVERING INSTALLER	\$20.17
PIPEFITTER	\$29.82
PLUMBER	\$27.98
ROOFER	\$22.50
SHEET METAL WORKER	\$29.96
SPRINKLER FITTER	\$23.00
STEEL ERECTOR	\$26.00
TERRAZZO WORKER	\$22.75
TILE SETTER	\$22.00
WATERPROOFER; CAULKER	\$24.00

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

2 of 3

Prevailing Wage Rates

Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and /or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER; PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf), conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or wall coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

XXXIV. EXHIBIT V - PROJECT MANAGEMENT SOFTWARE

PROJECT MANAGEMENT SOFTWARE

I. PART 1 - GENERAL

A. DESCRIPTION

1. Owner requires the use of Project Management Software (Software) to track the progress of planning, design, and/or construction contracts. Software is an internet-accessed project tracking application featuring a centralized database of project information, assisting the Owner and Owner's Representative in managing project documents and communications. The joint use of Software is to facilitate electronic exchange of information, key processes, and overall management of the contract.

2. Software shall be the primary means of project information submission and management. To ensure searchability, access for all team members, uniformity, and date / time tracking all project documentation and correspondence shall be composed and / or generated within the Software by its built-in capabilities. The development of content by external tools or the import of content generated by external software is not permitted. Examples include, but are not limited to:

- a) Requests for Information (RFI).
- b) Revision documents (ASI, Clarification, Minor Change, CPR's).
- c) Submittal Register.
- d) Field activity and observation reports (including daily reports)
- e) Project progress photography
- f) Rework Items List, etc.
- g) Meeting minutes for all meetings, including, but not limited to design meetings, utility coordination meetings, quality control meetings, progress meetings, pre-installation meetings, construction progress meetings, etc. utilizing the software as the basis platform for documentation.
- h) Punchlist.
- i) Warranty requests and tracking log.
- j) Drawings
- k) Specifications
- l) Design Packages
- m) Closeout documents

3. Documents requiring original signature will be input into Software, and signed originals (where required by the Agreement between the parties) are to be received by Owner's Representative on the same day the document is logged in electronically in Software.

4. When required by the Owner or Owner's Representative, or by the Agreement between the parties, paper documents shall also be provided (e.g., the signature of Contract Modifications and submission of Contract Claims). In the event of discrepancy between the electronic version and paper documents, paper documents shall govern.

5. Documents received that are not input into Software may not be accepted by the Owner and Owner's Representative. Unless stated otherwise in the Agreement between the parties, the fundamental operating concept for the Owner is that **if the documents do not exist in the Software, then they do not exist. The Software is the single source of truth for Project information and communication among the team.**

B. USER ACCESS LIMITATIONS

1. The Owner's Representative will control access to Software by allowing access and assigning user profiles to authorized users. User profiles will define levels of access into the system, determine assigned function-based authorizations (what can be seen), and determine assigned user

PROJECT MANAGEMENT SOFTWARE-1

privileges (what can be done).

2 The Owner will provide access to the Software upon notice that Contractor has activated a license with the Software company, thereby creating an authorized user. Sub-consultants, sub-contractors, and/or suppliers will not have direct access to Software unless those entities activate a license with the Software company. The Sub-consultants, sub-contractors, and/or suppliers may purchase seat licenses from the Software company. Entry of information exchanged and/or transferred between authorized users and sub- consultants, sub-contractors, and/or suppliers on Software shall be the responsibility of the authorized users.

3 Owner will not reimburse for the cost of Software. Accounts can be purchased at no additional cost to the Owner by payment to the Software company. Each account will allow one (1) user to access the system per login. Other costs associated with the use of this system shall be evenly distributed in project overhead and spread across the duration of the contract (a separate cost line item shall not be allowed).

4 A minimum of one (1) half day training session on Software will be provided by the Owner to all authorized users as required. Training time shall be at a mutually agreed upon date and site.

5 Data entered in a collaborative mode (i.e., entered with the intent to share as determined by permissions and workflows within the Software system) by any and all authorized users shall be jointly owned.

C. AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

1. Review comments made (or lack thereof) by the Owner, Owner's Representative, Architect, and/or Engineer on submitted documentation shall not relieve parties from compliance with requirements of the Contract Documents.

2 All parties are responsible for managing, tracking, and documenting work to comply with the requirements of the Contract Documents. Owner or Owner Representative acceptance via automated system notifications or audit logs extends only to the face value of submitted documentation and does not constitute validation of submitted information.

D. COMPUTER REQUIREMENTS

1. Authorized users shall use computer hardware and software that meets the minimum requirements of the Software system as recommended by the manufacturer to access and utilize Software. As recommendations are modified authorized users shall upgrade their system(s) as required to meet the minimum recommendations. In the event that cloud-based systems are used, users shall ensure proper browser compatibility. Upgrading of a user's computer system(s) shall not be justification for a cost or time modification to the Contract.

2 Authorized users shall ensure that connectivity to the Software system (whether at the home office or jobsite) is accomplished through high-speed access, as the time required to download information and input data becomes excessive and may cause the system to "time out".

E. USER RESPONSIBILITY

1. Authorized users shall be responsible for the validity of their information placed in Software and for the abilities of their personnel. Authorized users shall be knowledgeable in the use of computers, including Internet Explorer, e-mail programs such as Outlook, word processing programs such as Word, spreadsheet programs such as Excel, and Adobe Portable Document Format (PDF) document distribution programs.

2 Authorized users shall utilize existing forms in Software to the maximum extent possible. If a form does not exist in Software and users must include as an attachment or by uploading the data file, PDF documents will be created through electronic conversion rather than optically scanned.

F. USER ACCESS ADMINISTRATION

1. All parties shall provide the Owner's Representative with a list of key personnel for acceptance. List shall include authorized users of Software.

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- 2 Notify the Owner's Representative immediately of any users that are to have access removed. Resubmit the personnel list whenever modified. User changes will take effect within one (1) working day of accepting the requested change.
- 3 The Owner reserves the right to perform a security check on all potential users.

G. CONNECTIVITY PROBLEMS

- 1 Software is a web-based environment and therefore subject to inherent speed and connectivity problems of the Internet. Authorized users provided access shall be responsible for their own connectivity to the Internet.
- 2 Software response time is dependent on the user's equipment, including processor speed, modem speed, Internet access speed, etc. and current traffic on the Internet. The Owner will not be liable for any delays associated from the usage of Software including, but not limited to slow response time, down time periods, connectivity problems, or loss of information.

II. PART 2 - PRODUCTS

A. SOFTWARE COMPANY

- 1 Refer to the attached "External User License Purchase Order" at the end of this document.
- 2 Pricing: Subject to change
 - a) Cost for each (1) user license is \$695 annually.
 - b) \$100 setup for first year
 - c) Web-based training is required for new users. Cost for training is \$600. Note: existing users may be allowed to waive Web-based training, subject to Owner and Software Company agreement.
 - d) Example 1: If order is for 1 user, invoice will be \$695 annual subscription (1 user license) plus \$100 setup, plus \$600 for 1 web-based training session for a total of \$1,395.
 - e) Example 2: If order is for 8 users, invoice will be for \$5,560 annual subscription (8 users licenses @ \$695 each) plus \$100 setup, plus \$600 for 1 web-based training session for a total of \$6,260.
- 3 Once payment is made, user account(s) will be added with expiration date after one year unless renewed.
- 4 Credit cards are accepted with a 4% convenience fee.
- 5 Texas Sales Tax 8.25%

III. PART 3 - EXECUTION

A. SOFTWARE UTILIZATION

- 1 Software shall be utilized in connection with submittal preparation and information management. Requirements of this section are in addition to requirements of all other contract requirements. This shall be considered a project scope of work contract deliverable. Users will be provided a playbook for full application use instructions.
 - a) Design Document Submittals: Provide all concept drawings, review phase submissions, contract documents and specifications in PDF format and native file format.
 - b) Shop Drawings: Shop drawing and design data documents shall be submitted as PDF attachments to the Software submittal workflow process and form. All PDF shop drawing submittal documents shall have the Contractor's review and submittal stamp (including signatures) as specified in Specification Section "Submittal Procedures", the same as if submitted as hard copy. Examples of shop drawings include, but are not limited to:

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- (1) Standard manufacturer installation drawings.
 - (2) Drawings prepared to illustrate portions of work designed or developed by the Contractor.
 - (3) Steel fabrication, piece, and erection drawings.
 - (4) Paving and grading plans
 - (5) Traffic safety and control plan
- c) Product Data: Product catalog data and manufacturer's instructions shall be submitted as PDF attachments to the Software submittal workflow process and form, except that color charts and similar color-oriented pages shall be submitted as hard copy separate from and in addition to the PDF copy. Submittal forms shall indicate when hard copy color documents are submitted. All PDF product data submittal documents shall have the Contractor's review and submittal stamp (including signatures) as specified in Specification Section "Submittal Procedures", the same as if submitted as hard copy. Examples of product data include, but are not limited to:
- (1) Manufacturer's printed literature.
 - (2) Preprinted product specification data and installation instructions.
- d) Samples: Sample submittals shall be physically submitted as specified in Specification Section "Submittal Procedures". Contractor shall enter submittal data information into Software with a copy of the transmittal form(s) attached to the submittal. Examples of samples include, but are not limited to:
- (1) Product finishes and color selection samples.
 - (2) Product finishes and color verification samples.
 - (3) Finish/color boards.
 - (4) Physical samples of materials.
- e) Administrative Submittals: All administrative submittals shall be recorded within the Software. Examples of administrative submittals include, but are not limited to:
- (1) Master Schedule
 - (2) List of contact personnel.
 - (3) Plans for safety, demolition, environmental protection, and similar activities.
- f) Administrative Processes: All administrative tasks shall be generated within and performed by the Software. The development of the following content Administrative Process by external tools is not permitted. Examples of administrative processes include, but are not limited to:
- (1) Requests for Information (RFI).
 - (2) Revision documents (ASI, Clarification, Minor Change).
 - (3) Submittal Register.
 - (4) Field activity and observation reports (including daily reports)
 - (5) Rework Items List, etc.
 - (6) Meeting minutes for all meetings, including, but not limited to design meetings, utility coordination meetings, quality control meetings, progress meetings, pre-installation meetings, construction progress meetings, etc.
 - (7) Punchlist.
 - (8) Warranty requests and tracking log.
- g) Cost and Contract Submittals:

- (1) Contracts
- (2) Invoices
- (3) Applications for Payment
- (4) Proposal Requests (PR, CPR, or RFP)
- (5) Change Orders (CO)
- (6) Allowance Expenditure Authorization (AEA)

h) Compliance Submittals: Test report, certificate, and manufacture field report submittals shall be submitted on Software as PDF attachments. Examples of compliance submittals include, but are not limited to:

- (1) Field test reports.
- (2) Quality Control certifications.
- (3) Manufacturers' documentation and certifications for quality of products and materials provided.

i) Record and Closeout Submittals: In addition to actual delivery of hard copies of Closeout Submittals, Closeout Submittals shall be submitted on Software as PDF documents. The files shall be organized as follows, and follow consistent naming convention, for the benefit of the Owner's post-construction administration requirements. Examples of record submittals include, but are not limited to:

- (1) Commissioning and T&B Report
 - (a) Commissioning Report
 - (b) Testing and Balancing Report
- (2) Demonstration and Training
- (3) Subcontractor List
- (4) Attic Stock (Extra Materials, Spare Stock, etc.: Submittal forms shall indicate when actual materials are submitted)
- (5) Certificates and AHJ Inspections
 - (a) Backflow Preventor
 - (b) Final Certificate of Completion
 - (c) Final Certificate of Occupancy
 - (d) Final Elevator Inspection
 - (e) Final Fire Inspection
 - (f) Substantial Certificate of Completion
 - (g) TDLR Inspection
 - (h) TEA Certificate of Project Compliance
 - (i) Temporary Certificate of Occupancy
- (6) Consent of Surety
- (7) O&M Manuals
 - (a) Keying Schedule
 - (b) O&M Manuals
 - (c) Shop Drawings
- (8) Record Drawings and Specifications. Final documents shall be submitted as specified.
 - (a) Digital CAD BIM Native Files
 - (b) Project Manual
 - (c) Record Drawings
- (9) Release of Lien
- (10) Warranties
- (11) Audit

2 Exceptions: Documents with legal consequences, contract modifications, contract claims,

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security implications, and those required by other agencies may require an additional submittal as original hard copy with original signatures and seals. Hard copies of these documents shall be submitted as specified or as directed by the Owner's Representative. Requirement of both hard and electronic submittals shall not be justification for a cost or time modification to the Contract.

B. PROCESS OF UPLOADING DOCUMENTS

1. Drawings
 - a) All disciplines shall have a separate folder
 - b) All design and construction drawings in all phases shall be uploaded one sheet at a time with name corresponding to the sheet number each uploaded in the corresponding discipline.
 - c) If the file structure is not visible, verify with the Project Manager prior to uploading documents.
2. Specifications
 - a) All disciplines shall have a separate folder.
 - b) All specifications shall be uploaded one section at a time with the name of the section and number corresponding to the specific section.
 - c) If the file structure is not visible, verify with the Project Manager prior to uploading documents.
3. Field Reports
 - a) All field reports shall have basic information in the Project Mates software. A PDF of your report may be uploaded at the same time but the base report shall be used. If there are any questions regarding usage, it is the Architects responsibility to inquire.
 - b) Photographs shall be uploaded separately for each report. Not all photography in your report is required to be uploaded but at least 40% of a report photography or (4) minimum shall be uploaded separately.
4. Closeout Documents
 - a) Closeout documents which are drawings, specifications and reports shall follow the method outlined above.
 - b) All other documents are to be uploaded in the file structure and order provided within Project Mates.

END OF SECTION

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XXXV. EXHIBIT W - AIA DOCUMENT A101-2017, AND EXHIBITS

(If not provided at the first advertisement, this document will be issued as an addendum)

XXXVI. EXHIBIT X - AIA DOCUMENT A201-2017, AND EXHIBITS

(If not provided at the first advertisement, this document will be issued as an addendum)