ARGYLE
INDEPENDENT SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS

FOR

CONSTRUCTION MANAGER at RISK
(Two Step Process)

December 10, 2025

AISD 2025 BOND PROGRAM

Connector Hallway at Argyle High School

Step One
Request for Qualifications

Step Two
Request for Proposals

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CONSTRUCTION MANAGER - SELECTION SCHEDULE

- Request for Proposals Released ..... **November 24, 2025**
- Run Advertisements ..... **November 22, 2025**
  November 29, 2025
- Pre-proposal Conference ..... **December 1, 2025 (2:00pm)**
- Receive Statements of Qualifications (Step 1)..... **December 10, 2025(11:00am)**
  Argyle ISD Administration Building
  6701 Canon Falls Drive
  Flower Mound, Texas 76226
- Establish Short List of Firms and ..... **December 17, 2025**
  Notify for Step 2
- Receive Step 2 Proposals with Fees and ..... **January 6, 2026 (11:00am)**
  Bid Bond from Short List of Firms
  Argyle ISD Administration Building
  6701 Canyon Falls Drive
  Flower Mound, Texas 76226
- Interviews, if scheduled ..... **January 22 and 23, 2026**
- Anticipated Recommendation to Board of Trustees..... **February 16, 2026**

Note:
1. Established schedule is preliminary and may be modified at the discretion of the District.
2. All proposals received by the proposal dates will be opened for the purpose of recording the names of the Construction Manager firms submitting written qualifications.
3. All information contained within this RFQ shall become part of the Contract.

REQUEST FOR QUALIFICATIONS

Pursuant to the provisions of the Texas Government Code Section 2269, it is the intention of the Argyle Independent School District to select a Construction Manager at Risk for Various Projects as described via a Request for Qualifications as part of a two-step selection process. The District plans to utilize the AIA document A133-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor*, where the basis of the payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price*, as modified by the District, along with AIA201-2017 General Conditions of the Contract for Construction as modified by the District. The Owner's supplementary conditions to the A133 and A201 will be made available to finalists selected to proceed to Step 2 of this selection process.

The selected Construction Manager is to assist the District and its Architects with cost estimating, cost analysis and budget control efforts, constructability reviews, detailed phasing of projects and scheduling, during the design and construction document phases, as part of the pre-construction services. The scope and schedule for the project(s) as currently defined are described by the attached materials.

Qualification statements are to include the information requested in the Questionnaire below in the sequence and format prescribed. In addition to and separate from the requested information, organizations submitting may provide supplementary materials further describing their capabilities and experience.

Statements of Qualifications are to be submitted to:

Dr. Courtney Carpenter
Argyle Independent School District 6701
Canyon Falls Drive
Flower Mound, Texas 76226

The general scope and budget are as follows: **See Below for Project Information. Other projects as identified within the 2025 Bond Program may be added.**

1. **Connector Hallway at Argyle High School**
    - Architect: Corgan
        - Scope of Work: Construction of a new connector hallway to connect the two existing classroom wings for improved circulation
    - Total Construction Budget (excluding soft costs): $6,300,000.00
    - Project Schedule: September 2027 completion
    - This schedule is preliminary and will be finalized during the design phase.

Submit one (1) signed original and seven (7) bond copies and one PDF electronic copy on a flash drive of the qualification statements. After opening the qualification statements, and discussion and clarification of qualifications with offerors, as requested, the District and its Architects/Engineers will select not more than 5 (five) firms for Step 2 Proposals. The district may opt to notify short-listed firms via email correspondence. **Provide up to 3 names/email addresses of individuals to be notified of their selection as a short-listed firm.**

Interviews may (or may not) be conducted with the short-listed firms after submission of the Step 2 Proposals. The interview will be considered as a part of the Step 2 evaluation process if conducted. In accordance with the selection schedule, interviews may be conducted on a date to be determined.

District representatives, including the Project Architect/Engineers, will participate in the interview process. The firm should bring no more than 5 individuals to the interview, which must include the project executive, project manager(s), estimator(s) and job superintendent(s) identified in the qualification proposal.

Upon conclusion of the submission of the Step 2 Proposals and interviews, if conducted, the firms will be evaluated and ranked in accordance with the criteria contained in the RFQ and determined to provide the best value for the District.

Queries about the Project and Request for Qualifications should be addressed in e-mail format only to:

Mr. Keith Cummins, AIA
Senior Project Manager – Associate Principal
Corgan
Keith.cummins@corgan.com

QUESTIONNAIRE

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format.

1. Firm Information:

Name of firm:
Address of principal office:
Phone:
Fax:
Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, Other?):
Year founded:
Primary individual to contact:

2. Organization:

2.1 How many years has your organization been in business in construction in its current capacity?
2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, Treasurer's name. Is it a publicly held corporation?
2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of general partner(s).
2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.
2.6 If the form of your organization is other than those listed above, describe it and name the principals.
2.7 Does your company principally work in the North Texas area?

3. Licensing:

3.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
3.2 List jurisdictions in which your organization's partnership or trade name is filed.

4. Experience:

4.1 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 or to bid all work to subcontractors? What percentage of your work is K-12?
4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
4.3 Claims and suits. (If the answer to any of the questions below is yes, please attach details.)
4.3.1 Has your organization ever failed to complete any work awarded to it?
4.3.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
4.3.3 Has your organization filed any lawsuits or requested arbitration or mediation with regard to construction contracts within the last five years?
4.4 Within the last five years, 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? (If the answer is yes, please attach details.)

4.5 Current work: List the major construction projects your organization has in progress, giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date.

4.6 Work over last 5 years:
List major projects (including **occupied** educational facilities) constructed by your organization over the last 5 years. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, completion date, owner and architect, personnel assigned to the project, and the manner in which your organization was selected (procurement method).

4.7 Please provide examples of work that your firm considers to be exceptional. Also, list the project contact and telephone number.

4.8 List (5) school projects where your firm, as Construction Manager, has had input in building design and has demonstrated leadership, innovation, and technical expertise. Give examples of your input.

4.9 List the HVAC, electrical, plumbing, drywall, and masonry subcontractors for your last five (5) school projects, along with contacts and telephone numbers.

4.10 Please provide examples of work that your firm has completed in which you had experience working with Argyle ISD.

5. Financial Information:

5.1 Attach a financial statement, preferably audited, 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. Noncurrent assets (e.g., net fixed assets, other assets).
c. Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes.)
d. Noncurrent 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).

5.2 Name and address of firm preparing attached financial statement and date thereof.

5.3 Is the attached financial statement for the identical organization names under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary).

5.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

5.5 Provide name, address, and telephone number for bank reference.

5.6 Surety: Name of bonding company, name, and address of agent. Payment and Performance bonds for 100% of the construction cost will be required upon submission of the GMP for each project contract. A bid bond will be required at step 2, with the submission of fees, to ensure that payment and performance bonds will be furnished when the GMP is established for each project.

6. Experience with and concepts for working as a Construction Manager at Risk:

6.1 Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. Describe your

organization's ability to recommend alternative approaches and products during the design phase to assist the Owner in maintaining the project budget. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phases. Which (one or more) of your projects listed above best exemplify these concepts and experience?

6.2 Cost Estimates:
Attach a sample conceptual cost estimate prepared during the design phase of a project, and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided.).

6.3 Constructability reviews:
Attach a sample constructability review prepared during the construction document phase of a project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided.)

6.4 Savings:
Describe your organization's concept for the generation of savings during construction. Give specific examples of actions taken on previous projects that resulted in savings for the owner.

6.5 Contingencies:
Describe your organization's concept and reasoning for the disbursement of savings realized during construction.

6.6 Cost Information:
Your firm would be required to make all cost information during design and construction available to owner and architect. Describe how this information would be furnished and how the owner and architect would be assured that it is complete and accurate.

6.7 Please provide examples of pre-construction services provided in past school projects and the results of those services. Also, list the school project and project contact.

6.8 Provide five (5) examples of your input and ideas during the design phase of school projects that has resulted in: Improved air quality, reduced maintenance and/or operating costs, reduced construction cost, and/or resulted in a better school facility.

6.9 How does your firm propose to deal with the current or anticipated steel, concrete, and petroleum-based product cost escalation in the marketplace, relative to the completion of this project?

6.10 Describe your firms warranty program, staffing, reporting, follow-up procedures.

6.11 What is your record and philosophy on Change Orders

6.12 List five (5) school project examples where your firm has provided cost saving ideas after establishment of the GMP and your ideas and efforts that have resulted in decreasing the cost of construction and/or shortening of the construction schedule. Provide details.

7. Personnel:

Given the scope and schedule of the projects, identify the specific Project Manager(s) to be on site, Project Engineer(s) to be on site, Superintendent(s) to be on site(s), Estimator, and all other supervisory positions to be on site who would work on the project. At a minimum, one (1) Superintendent per site is required throughout the duration of the project on each site. Provide a resume and references for each individual proposed for a project team. Provide individual teams and supporting information for respective project sites. Provide assurance that the identified team(s) will remain with this project throughout the course of the project including construction.

8. Owner/Construction Manager Agreement:

The Owner will use, as the core construction contract document with the Construction Manager**,** AIA document A133-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor*, where the basis of the payment is the Cost of Work Plus a Fee with a Guaranteed maximum Price* and along with AIA 201-2017 General Conditions of the Contract for Construction as modified by the District. These contracts will be modified/amended by the district's legal counsel and provided to the short-listed firms prior to submission of the Step 2 Proposals. Any changes, modifications, or exceptions must be specifically noted, in writing, as a part of the Step 2 Proposal. Fee structures will be negotiated and contained as a part of the final agreement. As a part of your proposal indicate that, if selected, you will execute this contract, noting specific and detailed exceptions, in writing, as a part of the Step 2 Proposal. All requests for modifications will be through mutual agreement of the Owner and Construction Manager. If an agreement cannot be reached, the district will terminate negotiations and begin negotiations with the next ranked firm that provides the best value to the district.

9. References:

For 6 of the projects listed above, identify a representative of the owner and a representative of the architect (provide name, phone/fax numbers, email addresses) who could be contacted as references regarding your organization's services. The references should be for educational projects of comparable scope.

10. Safety:

Provide information pertaining to your firm's accident frequency rate and modifier for the last five years.

11. Schedules:

Provide samples of schedules that will be used to control various project phases.

End of Questionnaire

CRITERIA FOR SELECTION - STEP ONE

Pursuant to Texas Government Code section 2269.254, the Owner will rank the Qualifications in step one based on the following criteria and weight of criteria:

WEIGHT	CRITERIA
20%	Has the Offeror constructed projects of similar size and complexity in the previous five (5) years?
5%	Is the Offeror experienced in the North Texas construction market?
5%	What is the Offeror's litigation record?
10%	Does it appear the Offeror will work effectively in a team environment with the Owner and Architect during the preconstruction, bidding, and construction phases of the project?
5%	What is the quality of the cost estimates provided by the Offeror?
10%	What is the quality of the reporting system and methodology the Offeror will utilize and provide to the Owner to insure a completely transparent process?
20%	What is the quality of the schedule and action plan to complete the project in the allotted time?
15%	Does the team of personnel proposed by the Offer appear to be qualified as necessary to meet the needs of the project?
10%	Is the Offeror's financial capability appropriate to the size and scope of the project?

CRITERIA FOR SELECTION - STEP TWO

1. A short list of construction managers will be determined by the selection committee and notified to submit the Request for Proposal(s)

1.1 These proposals will be evaluated to determine the best value to the District by the selection committee based upon the following criteria:

a. Estimated CMR Cost (proposed fee x cost of work, plus Pre-Construction Fee) = 25%
b. Proposed Project Team = 15%
c. from Step One = 60% Qualifications Ranking

1.2 The final selection of a Construction Manager at Risk for these projects will be based on a combined evaluation of qualifications and cost of services to determine the best value to the District. The District reserves the right to waive any informality and to reject or accept any or all Proposals.

CRIMINAL HISTORY CHECKS, DRUG TESTING AND BADGING

1. The awarded construction manager will be required to implement a program for its employees and all subcontractors of all tiers to ensure that any person performing work at any District location under the Contract meets the following criteria:

a. No records in the Texas DPS sex offender registration database
b. No felony convictions, open deferred adjudications or pending criminal trials for crimes involving sex, violence or any other offense against or injury to a child.
c. No felony convictions, open deferred adjudications or pending criminal trials for the past seven (7) years, except for crimes involving sex, violence or any other offense against a child for which there is no time limitation.
d. No misdemeanor convictions, open deferred adjudications or pending criminal trials for crimes involving sex or any other offense against a child.
e. No misdemeanor convictions, open deferred adjudications or pending criminal trials for the past seven (7) years for crimes involving violence.
f. No positive drug test results. Drug test shall consist of a five-panel screen for drugs of abuse. Substances and cut-off levels shall be consistent with the Department of Transportation requirements. All positive results shall be laboratory confirmed and independently verified by a medical review officer.

The construction manager shall perform and require, as a condition of contracting, that all employees and subcontractors of all tiers submit to a criminal history background check and drug testing prior to performing any work at a District facility. Any person that does not meet the criteria above, shall not be allowed to perform work at any District facility. The program shall include a badging program to be able to quickly identify any person working under this contract, including the construction manager's own employees.

The construction manager shall be able to produce the results of such background checks and drug testing upon request by the District.

The construction manager shall adopt and enforce a policy prohibiting employees and subcontractors from interacting with students or entering areas used by students.

2. Criminal History Checks may be required in compliance with Section 22.0834 of the Texas Education Code. The District shall determine if any employee of the construction manager or its subcontractors meet the criteria requiring such background check. Should any person working under this contract meet the criteria now or at any point in the future, they will be required to comply with Section 22.0834 of the Texas Education Code. If they are unable to comply, that person shall no longer be permitted to work at any District facility.

STEP 2 – PROPOSED FEES AND PRICING (for future reference only)

1. General

No more than 5 offerors for each construction package, selected solely based on qualifications, will be asked to provide additional information, fees, and pricing as step 2 of the selection process. This submission will be in a sealed envelope addressed to:
Dr. Courtney Carpenter
Superintendent of Schools
Argyle Independent School District
6701 Canyon Falls Drive
Flower Mound, Texas 76226

Sealed Envelopes are to arrive no later than the dates to be determined later and notified in writing, at which time they will be publicly opened and requested fees and prices shall be read aloud. No other information shall be made public until after a contract has been awarded.

2. Fees

The following information is for reference only during the Step 1 process. This information will be completed and provided by identified short-listed firms as a part of the Step 2 process. It is anticipated that the District will enter into a construction contract for the Work with the Construction Manager-At-Risk for a fee with a Guaranteed Maximum Price. All construction fees will be included in the Guaranteed Maximum Price

Pre-construction Services Fee: (Lump Sum)
To include personnel expenses, project estimates, preliminary project schedule, value engineering and constructability reviews, overhead and profit, and other services described below, through the Design and Construction Document Phase of the Project and including the issuance of a GMP within budget. (See attached Pre-construction Services List – Appendix A). This fee should not be included in the GMP nor used in calculating any fees for construction phase services, general conditions, bonds, insurance, etc. This is a stand alone lump sum fee.

Construction Phase Services Fee: (% and dollar amount based on the construction budget)
To include overhead and profit to administer the project construction, including, but not limited to, the services listed below through the Construction Phase of the Project. (See attached Construction Services – Appendix B).

The fee quoted will not include direct project management expenses (on-site personnel expenses) or direct project expenses. These items will be included as a part of the general conditions, determined as a part of the negotiation phase, and will be included as a part of the

guaranteed maximum price. If savings are realized during construction, all funds shall be returned to the owner.

3. **Bonds and Insurance**
   Required performance and payment bonds for 100% of the GMP will be furnished when the GMP for the project is established. Proof of insurance and workers compensation coverage in the amounts specified in the construction documents, shall be provided within 10 days of project contract award.

   Payment and Performance Bond: (%)

   General Liability Insurance: (%)

   Builders' Risk Insurance: (%)

   If the contractor would like for the District to consider either of the following types of insurance as part of the project, the fees must be stated in response to this Step 2 of the RFQ.

   Contractor Controlled Insurance Program, CCIP: (%)

   Subcontractor Default Insurance, SDI: (%)

4. **Bid Bond**
   A bid bond for the project shall be provided with step 2 Proposal to ensure that the required performance and payment bonds for 100% of the GMP will be furnished when the GMP for the project is established.

5. **Evaluation and Ranking of Offerors:** In evaluating the step 2 proposals to determine which provides the best value to the District, the District shall consider, in addition to the criteria in step one, the following criteria from Texas Government Code Chapter 2269.

   a. Construction fees weighted as previously noted for final evaluation purposes.

6. **Negotiations**
   The District shall first attempt to negotiate a contract with the offeror that submit the proposal that offers the best value to the District based on the proposed selection criteria. If the District is unable to negotiate a satisfactory contract with any selected offeror, the District shall, formally and in writing, end negotiations with such offeror and proceed to negotiate with the next offeror in the order of the selection ranking.

7. **Contract for Pre-Construction Phase**
   The selected Construction Manager-at-Risk shall be awarded a contract identifying all fees. Once a GMP is proposed and accepted by the Owner's Board of Trustees, the contract will be amended to include and establish the GMP, which will include all pricing and fees to complete the project. The District reserves the right not to proceed with the construction phase of any project for which an acceptable GMP cannot be mutually agreed, in which case the contract may be terminated pursuant to its terms.

Appendix A

PRE-CONSTRUCTION SERVICES

1. The Construction Manager will provide the following:

a. Key project personnel shall attend all regular design and construction document meetings with the District and Architect to review project status and update the construction cost estimate. At a minimum the Project Manager and the estimator shall attend and actively participate in these meetings.
b. The Construction Manager shall consult with the District and Architect regarding site use and improvements, phasing of the various project issues, selection of materials, building systems and equipment.
c. The Construction Manager shall provide recommendations on construction feasibility including estimates of alternative designs or materials, preliminary budgets and possible economies. The Construction Manager will be required to submit written, detailed constructability reviews with each review set issued by the Architect.
d. The Construction Manager shall prepare and routinely update a preliminary project schedule for the Architect's review and the District's approval.
e. The Construction Manager shall coordinate and integrate the preliminary project schedule with the services and activities of the District, Architect and Construction Manager. As design proceeds, the preliminary project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price (GMP) proposal.
f. When both Schematic and Design Development documents are complete, the Construction Manager shall prepare a cost estimate with supporting data for review by the District and Architect. The Construction Manager shall hold pre-estimate coordination meetings with the architect and estimator to validate scope, material quality, and quantities for alignment at each updated estimate. At SD and DD the Construction Manager will review scope, quality and quantities of items with the architect, prior to completion of estimates. The Architect will not proceed to the next design phase until the cost estimate is within the pre- determined budget.
g. During the preparation of the Construction Documents phase, the Construction Manager shall update and refine the initial cost estimate a minimum of four (4) times at SD, DD 50%CD and 75% CD. Written and constructability reviews are also needed with each estimate submission. Cost estimates and constructability reviews shall be returned to the District and architect within seven (7) days of each drawing milestone review. The Construction Manager shall hold pre-estimate coordination meetings with the architect and estimator to validate scope, material quality, and quantities for alignment at each updated estimate.
h. The Construction Manager shall show subcontractor involvement in estimating for all major scopes of work, with subcontractor(s) name noted online itemed estimates.
i. The District will direct the architect to not proceed to the next drawing milestone until the cost estimate is within the pre-determined budget. At this time the Construction Manager is still responsible for maintaining the design phase schedule previously established.
j. If any estimate submitted to the District exceeds previously approved estimates, the Construction Manager shall make recommendations to the District and Architect to reduce the cost of the project.
k. The Construction Manager shall recommend to the District and Architect a schedule for procurement of long lead time items that will constitute part of the work as required to meet the project schedule.

l. When the construction drawings and specifications are 90 percent complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee and General Conditions.
m. Constructability Review and acceptance of Construction Documents shall be considered as part of the GMP.
n. After the GMP has been established the Construction Manager-At-Risk shall publicly advertise in accordance with Texas Government Code section 2269.255 and otherwise comply with sections 2269.255 and 2269.256 of the Texas Government Code.
o. In soliciting Competitive Sealed Proposals from subcontractors, the construction manager shall:
    1. Receive at least three (3) proposals from qualified subcontractors and suppliers for each section of the work.
    2. If the CM is self-performing any work, their proposal shall be received by Argyle ISD Purchasing Department 24 hours prior to the competitive sealed proposals for the GMP. These proposal(s) shall be in a sealed envelope.
    3. Review proposals with District and Architect, prior to award of sub-contracts.

End of Appendix A

Appendix B

CONSTRUCTION PHASE SERVICES

- Manage the **GMP DOCUMENTATION**, including:
  - Detailed quantity surveys, pricing.
  - Procurement strategy and implementation.
  - Detailed bid package scope inclusions.

- **Establish the BUDGET BY BID PACKAGES**

- Prepare a detailed **SCHEDULE** derived from detailed quantities for each bid package to satisfy milestones.

- **SITE UTILIZATION STUDY**
  - Coordinate with District to establish mobilization and plan logistical requirements of all parties onsite for each phase of construction and or as routes change to ensure safety and weather protection of the staff and students.
  - Project office and material staging locations.
  - Ingress, egress.
  - Security requirements of owner.

- **CONDUCT PROPER AWARD OF CONTRACTS/PURCHASE ORDERS:**
  - Conduct pre-award meetings.
  - Review schedule of values.
  - Review subcontractors' general conditions.
  - Review scope of work.
  - Identify shop drawing requirements.
  - Perform document review and specifications review.
  - Review contractors' personnel:
    - Project Managers
    - Superintendents
    - Foremen
  - Implement Partnering Program if owner elects to do so.
  - Establish quality requirements and standards.
  - Review sequence and Schedule.
  - Identify accounting requirements.
  - Review insurance requirements.
  - Review safety and security requirements.
  - Recommend award of contracts.

- **PREPARE AND ISSUE AS CONSTRUCTION MANAGER (or for the Owner):**
  - Contracts.
  - Rental agreements.
  - Budget adjustments for all transactions.
  - Computerized accounting for tracking and projections.

- **PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS**
  - Establish site organization, including work and storage areas, and shall be coordinated and approved by Owner.
  - Establish jobsite management organization and jobsite procedures.
  - Maintain daily log for jobsite record.
  - Provide general conditions work to meet project requirements.
  - Prepare and issue change orders and contracts.
  - Prepare subcontractor change orders and contracts.
  - Monitor construction cost and projections.
  - Prepare and maintain cash flow projection for Owner.
  - Monitor and maintain quality control.
  - Shop drawing control.
  - Equipment and material control.
  - Provide and monitor overall progress and short interval scheduling.
  - Prepare billings and progress payments.
  - Conduct subcontractor coordination meetings.
  - Provide coordination between subcontractors.
  - Prepare and receive requests for information.
  - Prepare agendas and conduct weekly safety and progress meeting.
  - Prepare and distribute weekly safety and progress meeting minutes.
  - Establish subcontractor progress payment procedure for processing and payment.
  - Monitor subcontractor pay applications.

- **MONTHLY REPORT:**
  - Summarize project financial status.
  - Review and summarize past month's construction performance.
  - Project the coming month's construction activities.
  - Present status report on change orders - delays and time extensions.
  - Identify problems that threaten construction quality, cost and schedule.

- **PROVIDE CHANGE ORDER CONTROL**:
  - Implement system for change orders.
  - Allocate change order responsibilities.
  - Review change order requests from subcontractors.
  - Negotiate change orders with subcontractors.
  - Submit recommendations to Owner.

- **ESTABLISH A QUALITY MANAGEMENT PROGRAM**:

  - All members of the team participate in the quality control effort.
  - Project Scope Review:
    - Intended purpose.
      - Are the project needs met?
      - Existing conditions reviewed.

      Phasing and Warranty coordination
    - Future needs.

- Incorporate Restrictive Conditions in documentation to include:
    - Social environment, influence of neighbors, environmental impact.
    - Natural conditions, grounds and peripherals.
    - Research on legal requirements.
    - Research on existing structures, facilities.
    - Review of Design Development for:
    - Complete construction documents in the order they are to be purchased and constructed.
    - Complete documents for pre-purchased equipment.
    - Design compatibility with future operation and maintenance.
    - Constructability
- Coordinate schedule and assist independent testing and inspection agencies selected by the school district, involving the following work:
    - Underground piping
    - Soils
    - Concrete
    - Rebar
    - Miscellaneous steel
    - Structural steel
    - Mechanical systems
    - Electrical
    - Life safety systems
    - Energy management systems
    - Others as required
- Work with area superintendents of subcontractors
    - Prepare operations to minimize quality control problems
- Require formalized quality management program from subcontractors:
    - Ensure conformance to project's quality standards previously established.
- Follow-up to assure correction of deficiencies on test reports

- **ACCOUNTING Functions:**
    - Insurance requirements
    - Schedule of values review
    - Labor cost reports
    - Material cost reports
    - Unit cost reports
    - Monthly detail cost sheet
    - Monthly job costs
    - Accounts payable
    - Monthly project billing

- **JOB SAFETY Objectives**:
    - Conduct weekly safety meeting:
    - Implement project safety requirements.
    - Review subcontractor safety programs.
    - Strictly enforce tobacco and alcohol-free job sites at all sites.
    - Subcontractor conformance, initiate knowledge of OSHA requirements:
    - Subcontractor responsible for costs and damages.
    - Submission of accident and injury reports.
    - Subcontractor safety programs
    - Require subcontractor safety representative.
    - Require forty-eight-hour reports.

- Require weekly toolbox safety meeting.
- Maintain safety meeting minutes:
- Inform subcontractors of procedures
- Enforce alcohol and drug programs by subcontractors.
- Implement and maintain clean-up.

- **JOBSITE SECURITY Functions:**
  - Monitor and control employee, vendors, and public access to the jobsite.
  - Monitor and control material and equipment deliveries to the jobsite.
  - Monitor and control material and equipment being removed from jobsite
  - through a material release form.
  - Monitor and control site traffic.
  - Monitor and perform periodic checks for alcohol and drugs.
  - Monitor and control tools.
  - Monitor material storage.
  - Monitor trailers and all equipment within.
  - Maintain proficiency first-aid and CPR programs.
  - Monitor compliance with district's No Smoking policy.
  - Monitor compliance with district's weapon-free zones.
  - Monitor and control employee, vendor access or interaction with students and staff.
  - Monitor and control compliance with District's harassment-free environment for students and staff.
  - Monitor and control employee, vendor theft.

- **HUMAN RESOURCES:**
  As construction managers, provide assistance and policies on Equal Employment Opportunity, minority and women-owned business enterprises, sexual harassment or discrimination, drug abuse program, labor relations, employment transfers or reassignments and assuring proper personnel for project requirements.

- **PROJECT POST CONSTRUCTION Services:**
  - Provide operating and maintenance manuals in electronic and bound hard copy format. Close Out requirements will be further detailed in the Project Manual.
  - Secure and assemble warranties or guarantees.
  - Provide check-out of equipment.
  - Instruct operating personnel in equipment operating and maintenance procedures.
  - Assist in actual start-up of equipment.
  - Implement close-out procedures and ensure requirements are met:
    - Subcontractors' and vendors' final payment
    - Resolution of claims
    - Final change orders
    - Lien releases
    - Final lien waivers
    - Consent of sureties
  - Assist Owner in enforcement of warranties or guaranties.
  - Conduct walk-through with Owner, Architect and Contractor eleven months after project completion.

End of Appendix B

Appendix C – REQUIRED FORMS

FORMS CHECKLIST – GENERAL PROCUREMENT

The following pages must be completed and submitted to be considered for award.

Check If Included	FORM TITLE:	
_____	AFFIDAVIT OF AUTHORITY AND NON-COLLUSION (Notary Required)	COMPLETE (If applicable)
_____	RESIDENT BIDDER'S CERTIFICATION	COMPLETE
_____	DEBARMENT OR SUSPENSION CERTIFICATE	COMPLETE
_____	FELONY CONVICTION AND CRIMINAL HISTORY NOTICE	COMPLETE
_____	STATEMENT OF COMPLIANCE/DEVIATION FORM	COMPLETE
_____	CERTIFICATE OF INTERESTED PARTIES (Form 1295)	COMPLETE
_____	CONFLICT OF INTEREST DISCLOSURE STATEMENTS	COMPLETE
_____	CHAPTER 2270 (BOYCOTT) VERIFICATION	COMPLETE
_____	ELECTRONIC COPY OF RESPONSE ON USB DRIVE LABELED AS INSTRUCTED	ENCLOSE

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE AS YOUR PROPOSAL COVER SHEET		
FORM NO.: AISD1	PROCUREMENT RESPONSE COVER SHEET	*Last Revised: Feb2019*

AFFIDAVIT OF AUTHORITY AND NON-COLLUSION

BID NO.: _____ **BID TITLE:** _____

STATE OF: _____)

COUNTY OF: _____)

_____ , of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the Proposal to submit the attached Proposal. Affiant further states that the proposer has not been a party to any collusion among Qualifications/proposers in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from proposing; or with any state official, District employee, Board Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract, or in any discussion or actions between Qualifications/proposers and any state official, District employee, Board Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

_____

CONTRACTOR'S NAME: _____

ADDRESS: _____ _____ _____ _____
City State Zip

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

E-Mail: _____ @ _____

_____ _____
AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed) **TITLE OF AUTHORIZED OFFICIAL**

SIGNATURE OF AUTHORIZED OFFICIAL: _____

The claim contained within this affidavit is subscribed and sworn before me, a Notary Public, this _____

day of _____ , 20 _____ .

(Affix Notary Seal Below)

_____
Notary Public Signature

Print Name: _____

My Commission Expires: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE		
FORM NO.: AISD6	**AFFIDAVIT OF AUTHORITY AND NON-COLLUSION**	***Last Revised: FEB2019***

(940) 464-7241 - Phone
(940) 464-7297 - Fax

6701 Canyon Falls Dr
Flwr Md Texas 76226

RESIDENT BIDDER'S CERTIFICATION

BID NO.: _____ **BID TITLE:** _____

Texas Government Code Chapter 2252.001A (3) and (4) defines "nonresident bidder" and "resident bidder" as follows:

Chapter 2252.001A (3) "Nonresident bidder" refers to a person who is not a resident.

Chapter 2252.001A (4) "Resident bidder" refers to a person whose principal place of business is in this state (Texas), including a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

Chapter 2252.002 states "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 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."

I certify that _____ is a resident bidder of
(Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

Signature: _____

Print Name: _____

I certify that _____ is a nonresident bidder of
(Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

City and State: _____

Signature: _____

Print Name: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE		
FORM NO.: AISD7	**RESIDENT BIDDER'S CERTIFICATION**	***Last Revised: FEB2019***

(940) 464-7241 - Phone
(940) 464-7297 - Fax

6701 Canyon Falls Dr
Flwr Md, Texas 762226

DEBARMENT OR SUSPENSION CERTIFICATION FORM

BID NO.: _____ **BID TITLE:** _____

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $100,000. Contractors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this Firm:

(1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

FIRM'S NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP CODE:** _____ + _____

PHONE: (_____) _____ - _____

FAX: (_____) _____ - _____

E-MAIL: _____ **@** _____

_____ _____
AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed) **TITLE OF AUTHORIZED OFFICIAL**

_____ _____
SIGNATURE OF AUTHORIZED OFFICIAL: **DATE:**

FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

BID NO.: _____ **BID TITLE:** _____

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code, Section 44.034. Following is an example of a felony conviction notice:

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 public entity must give advance notice to the public entity 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 public entity may terminate a contract with a person or business entity if the public entity 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 public entity 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 firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

FIRM'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____

Detail of Conviction: _____

Signature of Company Official: _____

(940)464-7241 – Phone
(940) 464-7297 – *Fax*

6701 Canyon Falls Dr
Flwr Md TX *76226*

STATEMENT OF COMPLIANCE/DEVIATION FORM

BID NO.: _____ **BID TITLE:** _____

RE: Argyle Independent School District

Please submit as a part of your Proposal the following information:

We hereby acknowledge receipt of the above referenced procurement opportunity, and certify that our Proposal conforms to the RFQ detailed below with the exception/s:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

CONTRACTOR'S NAME: _____

ADDRESS: _____ _____ _____ _____
City State Zip

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

E-Mail: _____ @ _____

_____ _____
AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed) **TITLE OF AUTHORIZED OFFICIAL**

SIGNATURE OF AUTHORIZED OFFICIAL: _____ Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE		
FORM NO.: AISD11	**STATEMENT OF COMPLIANCE/DEVIATION FORM**	***Last Revised: FEB2019***

Implementation of House Bill 1295
Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret.

Changes Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk

Will my date of birth and address appear on the TEC's website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. *See also Paxton v. City of Dall.,* No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.-Austin May 22, 2015)_(mem. op.) (pet. denied) *(available*

https://www.ethics.state.tx.us/filinginfo/1295/

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

4

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

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

PROVIDED AS A SAMPLE ONLY – AWARDED CONTRACTS TO BE FILED ONLINE

ADD ADDITIONAL PAGES AS NECESSARY

Notice to Firms
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

Firms are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the firm's company and an officer of the District. Firms are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Conflicts of interest exist if:

1) The person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
2) The person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than $250 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from firms regarding each affiliation or business relationship between the firm and:

1) An officer of the District;
2) An officer of the District that results in the *officer or family member* receiving taxable income;
3) An officer of the District that results in the *firm* receiving taxable income that does not come from the District;
4) A corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5) An employee or contractor of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6) An officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7) Any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

1) No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
2) The Firm also shall file an updated questionnaire:
   a) Not later than September 1 of each year in which a covered transaction is pending, and
   b) The seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3) A firm is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Argyle Independent School District are:

Sam Slaton - President
Craig Hawkesworth - Vice President
Matt Slaton - Secretary
Leigh Ann Artho - Trustee
Rich McDowell - Trustee
Dr. Leona McDade - Trustee
Josh Westrom - Trustee

Dr. Courtney Carpenter, Superintendent

Individuals completing this form in conjunction with a response to bid or proposal are to complete it and include it in their response. Individuals required to file for any reason other than participation in a procurement process are to send the completed form to:

Argyle Independent School District
6701 Canyon Falls, Flower Mound TX 76226

CONFLICT OF INTEREST QUESTIONNAIRE

For firm doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the firm becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A firm commits an offense if the firm knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of firm doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For firm 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/html/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 firm if:

***

(2) the firm:

(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 firm has been executed; or

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

(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 firm has been executed; or

(ii) the local governmental entity is considering entering into a contract with the firm.

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

(a) A firm shall file a completed conflict of interest questionnaire if the firm 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 firm:

(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 Qualifications or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the firm 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 firm has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government office

(940) 464-7241 - Phone *6701 Canyon Falls Dr*
(940) 464-7297 - Fax *Flwr Md TX 76226*

Chapter 2270 (BOYCOTT) VERIFICATION

The undersigned authorized representative of the company named below (hereinafter referred to as Company), pursuant to Texas Government Code Chapter 2270, verifies, represents and warrants to the Argyle I.S.D. that the Company:

1. **Does not boycott Israel, and;**
2. **Will not boycott Israel during the term of the contract (if any) between the above-named Company, business or individual with the Argyle Independent School District**
3. **is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php**

This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Sections 2270.001 and 808.001:

1. *"Boycott Israel" means 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 specifically 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; and*
2. *"Company" means a for-profit sole proprietorship, organization, 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 those entities or business associations that exist to make a profit.*

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE ARGYLE I.S.D., ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON ARGYLE I.S.D.'S RELIANCE ON THIS VERIFICATION.

_____ _____
Signature of Company Representative **Date**

_____ _____
Printed Name **Title**

Company Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with AISD

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE		
FORM NO.: AISD16	**CHAPTER 2270 VERIFICATION**	***Last Revised: FEB2019***

Appendix D - EXECUTION OF OFFER

The Respondent must complete, sign, and return this Execution of Offer as part of their Qualifications. Failure to sign and return this form will subject the Qualifications to rejection by the Owner.

Respondent's Name:_____

Respondent's State of Texas Tax Account No.:_____
(This 11-digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation:_____

Respondent's Charter No:_____

Identify each person who owns at least 25% of the Respondent's business entity by name:

_____
(Name)

_____
(Name)

_____
(Name)

_____
(Name)

Submitted and Certified By:

_____	_____
(Respondent's Name)	*(Title)*
_____	_____
(Street Address)	*(Telephone Number)*
_____	_____
(City, State, Zip Code)	*(Fax Number)*
_____	_____
(AUTHORIZED SIGNATURE)	**(DATE)**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL

PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

BY SIGNATURE HEREON:

- Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.

- Respondent agrees to furnish to the Owner the services described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ and documents contained herein.

- Respondent affirms that Respondent has not given and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Qualifications.

- A corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

- Respondent certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.

- Respondent represents and warrants that:

1. Respondent is a reputable company regularly engaged in providing construction manager services necessary to meet the terms, conditions and requirements of the RFQ.

2. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ.

3. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

4. Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate.

5. Respondent, if selected by the Owner, will maintain insurance as required by the construction agreement.

6. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true, and accurate. Respondent acknowledges that the Owner will rely on such statements, information, and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

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

8. Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

9. Under Section 2254.004, Texas Government Code, the vendor, or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only.

- Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.

- Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.

- Respondent certifies that no relationship, whether as relative, business associate, by capital funding agreement or any other similar relationship exists between Respondent and a trustee or administrator of the Owner, and Respondent has not been an employee of the Owner within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 Texas Government Code).

- Respondent represents and warrants that Respondent will comply with the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

- Respondent certifies that Respondent will comply with all applicable federal laws and regulations pertaining to Equal Employment Opportunities.

- Respondent affirms that the firm is not a related entity to the Architect for the Project, PBK Architects. Pursuant to HB 2634, which amends Texas Government Code §2269.252(b) and adds §2269.252(c), an entity is related to the Architect if it is a sole proprietorship, corporation, partnership, limited liability company, or other entity that is a subsidiary, parent corporation, or partner or has any other relationship in which the Architect has an ownership interest, or is subject to common ownership or control, or is party to an agreement by which it will receive any proceeds of the Construction Manager At-Risk's payments from the Owner/Argyle ISD.