



RFQ No.: 26-008
Due Date: January 28, 2026

DUE NO LATER THAN 2:00 P.M.
LATE SUBMITTALS WILL NOT BE ACCEPTED

REQUEST FOR QUALIFICATIONS (RFQ): RFQ #26-008

CONSTRUCTION MANAGER AT RISK (TWO STEP PROCESS):
FOUNDATION REPAIRS AT FRIENDSWOOD HIGH SCHOOL & FISD ADMINISTRATION BUILDING

PLEASE NOTE

Carefully read entire document. Complete all forms and submit your response with all appropriate attachments. Please submit your hard copy responses in a sealed envelope with RFQ No., description, and marked "RFQ #26-008 CONSTRUCTION MANAGER AT RISK (TWO STEP PROCESS): FOUNDATION REPAIRS AT FRIENDSWOOD HIGH SCHOOL & FISD ADMINISTRATION BUILDING".

RETURN QUALIFICATION PACKET TO:
Friendswood Independent School District
ATTN: PROCUREMENT MANAGER, TABITHA MCCAIN
302 Laurel Drive
Friendswood, Texas 77546

RFQ #26-008 CONSTRUCTION MANAGER AT RISK (TWO STEP PROCESS):
FOUNDATION REPAIRS AT FRIENDSWOOD HIGH SCHOOL & FISD ADMINISTRATION BUILDING

For additional information, contact Tabitha McCain by email at tmccain@fisdk12.net.
You must sign below in ink and all responses must be typed or written in ink.

Company Address: _____
City, State, & Zip: _____
Taxpayer I.D. #: _____
Telephone #: _____ Fax # _____ E-mail _____
Print Name: _____
Signature: _____

Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this RFQ. Contract is not valid until the Friendswood ISD Board has approved the award.

RETURN THIS DOCUMENT IN THE QUALIFICATION PACKAGE



FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT
302 Laurel Drive,
Friendswood, Texas 77546
281-482-1267

REQUEST FOR QUALIFICATIONS

RFQ #26-008

**CONSTRUCTION MANAGER AT RISK (TWO STEP PROCESS):
FOUNDATION REPAIRS AT FRIENDSWOOD HIGH SCHOOL &
FISD ADMINISTRATION BUILDING**

RFQ Due Date:
January 28, 2026 @ 2:00PM Central Time

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OVERVIEW AND NOTICE TO OFFERORS

1. Selection of Construction Manager at Risk (CMAR) will not be final until a contract between the CMAR and the District is fully executed.
2. Pursuant to the provisions of the Texas Government Code Section 2269, it is the intention of the Friendswood Independent School District to select a Construction Managers at Risk through a Two Step Process for Foundation Repairs at Friendswood High School & Fisd Administration Building. The District plans to utilize the AIA document A133-2019 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 Owner and 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.
3. The selected Construction Manager(s) are 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.
4. Proposers are advised that the Texas Prevailing Wage Law will be administered in accordance with the General Conditions provided. A copy of the Prevailing Wage Rates for this project is included in Appendix C. The construction of this Project is subject to Chapter 2258 of the Texas Government Code. Among other things, this Chapter provides that it shall be mandatory for a Contractor and upon any subcontractor under him to pay not less than the prevailing wages in locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.
5. 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.
6. Interviews may be conducted with the short-listed firms following submission of the Step 2 Proposals. The interview will be considered as a part of the Step 2 evaluation process. In accordance with the selection schedule, interviews will 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.
7. Upon conclusion of submission of the Step 2 Proposals and the interviews, the firms will be evaluated and ranked in accordance with the criteria stated herein, and determined to provide the best value for the District.

SUBMITTAL INSTRUCTIONS – REQUEST FOR QUALIFICATIONS

1. Request for Qualifications shall be submitted on this original form and returned with **(2) duplicate** copy and a thumb drive. Responses shall be limited to no more than 50 double-sided sheets, bound to lay flat when opened. **FAXED AND E-MAILED RESPONSES ARE NOT ALLOWED. Should you opt not to offer a response, please return the NOTICE OF NO SUBMISSION form (page 27) to remain on the bidder list.**

After publicly 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 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.**

2. Sealed responses, an original and (2) duplicate copy and a thumb drive, must reach the FISD Administration Building on or before the designated hour of the due date specified. **FAILURE TO SUBMIT RFQ IN DUPLICATE MAY RESULT IN REJECTION OF OFFER. Only the names of all the offerors submitting responses will be read aloud.** Submittal to be as follows:

MAIL DELIVERY: Response(s) sent by mail **MUST** be addressed to:

**Friendswood Independent School District
RFQ #26-008 Construction Manager at Risk (Two Step Process): Foundation Repairs at
Friendswood High School & FISD Administration Building
Attention: Procurement Manager, Tabitha McCain
302 Laurel Drive
Friendswood, Texas, 77546**

HAND DELIVERY: Hand delivered responses must be taken to the above address between 8:00 a.m. – 4:30 p.m.

Proposals will be accepted on or before: **2:00 p.m. Wednesday, January 28th, 2026**

Proposals mailed or delivered must be plainly marked with the **name, number, and deadline of the RFQ.**

Friendswood ISD reserves the right to reject any or all proposals and to accept any proposal(s) determined to be most advantageous to the Friendswood Independent School District and to waive any informality. Any proposal received later than the specified time, whether delivered in person, by mail or submitted electronically, shall be disqualified, and returned to the vendor unopened.

PUBLIC OPENING:

Step 1: Pursuant to the provisions of Texas Government Code 2269, the District’s administrative staff shall publicly open, and read aloud, the names of the offerors at 2:30 p.m. on Wednesday, January 28, 2026:

**Friendswood Independent School District
Annex Building, Training Room 1
402 Laurel Drive
Friendswood, Texas 77546**

Step 2: Sealed Envelopes are due by February 5th, 2026 at 2:00 p.m. at Friendswood ISD, Administration Building, 302 Laurel Drive, Friendswood, Texas 77546. Proposals will be publicly opened and requested fees and prices shall be read aloud at 2:30 p.m. at Friendswood ISD, Annex Building, 402 Laurel Drive, Friendswood, Texas 77546. No other information shall be made public until after a contract has been awarded.

****Questions about the Request for Qualifications must be submitted electronically to: tmccain@fisdk12.net by January 23rd, 2026 by 2:00 p.m.:**

CONSTRUCTION MANAGER - SELECTION SCHEDULE

- Request for Qualifications Released January 7th, 2026
- Run Advertisements January 7th, 2026 - January 14th, 2026
- Pre-Proposal Conference January 22nd, 2026
 - (2:00pm) Google Meets
- Questions Submitted..... January 23rd, 2026
 - (2:00pm) Questions Due
- Receive Statements of Qualifications for Step 1 January 28th, 2026
 - (2:00pm) Statement of Qualifications Due
 - 302 Laurel Drive, Friendswood, Texas 77546
 - (2:30pm) Public Opening
 - 402 Laurel Drive, Friendswood, Texas 77546
- Establish Short-List of Firms and Notify for Step 2 January 30th, 2026
- Receive Step 2 Proposals with Fees and Bid Bond from Short- List of Firms..... February 5th, 2026
 - (2:00pm) Step 2 Proposals Due
 - 302 Laurel Drive, Friendswood, Texas 77546
 - (2:30pm) Public Opening
 - 402 Laurel Drive, Friendswood, Texas 77546
- Evaluate Proposals and Rank Selections February 6-9th, 2026
- Conduct Interviews (if needed) February 11th, 2026
- Negotiations Completed / Review Contracts February 17th, 2026
- Board Recommendation of Contracts and Fees February 23rd, 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.

GENERAL PROVISIONS

FOR PURCHASING SOLICITATIONS AND CONTRACTS

The following General Provisions are issued in accordance with the laws, rules, and policies set forth through the Texas Education Code, Chapter 44 and Friendswood Independent School District (“FISD” or “District”) policy, and may be amended as required by FISD. Prospective Vendors are cautioned to read and understand the terms set forth in this document prior to responding to a FISD Solicitation. Any exceptions to or failure to follow these terms unless otherwise directed within the Solicitation, may be cause for a Vendor’s Solicitation Response to be deemed non-responsive and disqualified by FISD. These General Provisions will take precedence over the terms and conditions within the Solicitation when they are in conflict unless specific exception is noted within the Solicitation.

SOLICITATION TERMS AND CONDITIONS

1. Drop shipments may be refused if they are not labeled with a Friendswood ISD purchase order number. Bidder will be required to pay re-delivery charges, if omitted from the paperwork.
2. Amendments to responses will represent a true and correct statement and shall contain no cause for claim of omission or error.
3. No responses may be withdrawn without District approval. Quantity requirements are a close approximation, but the right to make variations is reserved. The Board of Trustees of the Friendswood Independent School District reserves the right to reject any and all offers and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District.
4. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the seller shall indemnify and hold harmless the District from any and all loss, cost expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale or use of such article in violation, infringement or the lack of rights under such patent, copyright, trademark or application.
5. In accordance with Texas Education Code Chapter 44.031(f) and Government Code 2254.003, Selection of Provider; Fees;
 - a. A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services based on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:
 - i. On the basis of demonstrated competence and qualifications to perform the services; and
 - ii. For a fair and reasonable price.
 - b. The professional fees under the contract may not exceed any maximum provided by law.
6. Friendswood ISD reserves the rights to accept or reject all or any part of any response, waive minor technicalities, and award the response to best serve the interest of the District. All protests must be filed in writing with the Director of Purchasing within 10 days.

7. Payments will be made within 30 days after receipt of original invoice for each service rendered (where services have been received in good order). **Only the company listed on the signed proposal document shall invoice and receive payment for those services. All invoices shall be emailed to accounting@fisdk12.net or mailed to:**

**Friendswood Independent School District
Attention: Accounts Payable Department
302 Laurel Drive
Friendswood, Texas 77546**

8. Per SB 1, Sec. 44.034, a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The Felony Conviction Notification must include a general description of the conduct resulting in the conviction of a felony.
9. Friendswood ISD is exempt from all applicable Federal and State Tax. Tax-exempt information will be furnished upon request.
10. If at any time the respondent fails to fulfill or abide by the terms, conditions, or specifications of this contract, Friendswood ISD reserves the right to cancel upon 30 days written notification.
11. Insurance coverage is required in the Notice to Offerors, a copy of current coverage for General Liability, Workman's Compensation and Employer's Liability with Statutory Limits, Automobile Liability, Errors and Omissions, and Excess Liability shall be furnished with the response. After board approval of the contract, bidder shall name Friendswood ISD as the Certificate Holder and additional insured.
12. Friendswood ISD reserves the right to make single, multiple or no award and as deemed in its own best interest.
13. By submitting a response to this RFQ, vendor acknowledges that Friendswood ISD is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, Friendswood ISD is required to comply with the requirements of the TPIA. In the event the request involves documentation that proposer has clearly marked as confidential and/or proprietary, Friendswood ISD will provide the vendor with the noticed under the TPIA. The vendor acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.
14. Certificate of Interested Parties: House Bill 1295 Certificate of Interested Parties as of January 1, 2016. Any and all resultant contracts of this RFQ will require the respondent to complete the Texas Ethics Commission requirements under the State of Texas House Bill #1295 Certificate of Interested Parties. This requirement is mandatory for FISD to contract with a provider. Therefore, FISD requires that all responses to this RFQ include a completed form.

15. Conflict of Interest: Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with FISD within seven (7) business days after the later of: The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or the date the person becomes aware of facts that require the statement to be filed.

16. Criminal Background Check. By submitting a response to this RFQ, vendor acknowledges in the event they are selected for the contract for services sought by this solicitation, once a contract is executed they will be required to obtain from each and every subcontractor or independent contractor relating to the criminal history background of employees of such contractors/subcontractors for applicable contracts. Specifically, prior to commencing any work for FISD on the project, vendor will certify on the form provided by FISD after execution of the contract that for each employee of vendor who (1) will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional FISD employee), and (2) will have continuing duties related to the project for these services, the vendor will require all employees, subcontractors, or independent subcontractors to submit requisite information used to obtain:
 - a. national criminal history record information from a law enforcement or criminal justice agency for each employee of vendor hired before January 1, 2008; and
 - b. national criminal history record information from the Texas Department of Public Safety for each employee of vendor hired on or after January 1, 2008.

Any employee or independent contractor of a contractor, who will have direct contact with students, must not have been convicted of an offense identified in Texas Education Code Section 22.085 (or any higher standard established by the District's Board of Trustees).

17. **PLEASE NOTE:** All responders shall submit a list of at least three (3) references from companies and/or school districts for which bidder has provided similar products. References should include the company name, contact name, and telephone number. Responses submitted without three (3) references may be disqualified from consideration.

18. The undersigned, by his/her signature, represents that he/she is authorized to bind vendor to fully comply with terms and conditions of this response, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying response form(s).

CERTIFICATION SHEET

Company: _____ Authorized Signature: _____

Address: _____ Print Signature: _____

_____ Title: _____

Offer Firm Until: CONTRACT PERIOD: _____

Phone: _____

FAX: _____

Company Website Address: _____ E-Mail Address: _____

Is the principal place of business located in Texas? yes no How many persons are employed in Texas? _____

TAX ID# REQUIRED: _____

Billing Address (if different):

GENERAL SCOPE

The general scope and budget are as follows: **Construction Manager at Risk (Two Step Process):
Foundation Repairs Friendswood High School and Fisd Administration Building**

1. Friendswood High School Foundation Repairs:

- Located at 702 Greenbriar Ave, Friendswood, Texas 77546
- Foundation repair for a two-story building using foam injections and underpinning, interior repairs, and site modifications, approximately 14,027 SF.
- Pre-construction services would begin immediately upon contract approval (anticipated February 2026), with “work” to commence June 2026, with a completion date of August 2026.

2. Friendswood Administration Building Foundation Repairs:

- Located at 302 Laurel Drive, Friendswood, Texas 77546
- Foundation repair for a one-story building using foam injections and underpinning, interior repairs, and site modifications, approximately 3,300 SF.
- Pre-construction services would begin immediately upon contract approval (anticipated February 2026), with “work” to commence June 2026, with a completion date of August 2026.

3. Estimated Construction budget is \$3 million.

- a. The construction budget includes all CM fees, including pre-construction, construction, and general conditions fees. Architect and consultant fees, furniture, fixture and equipment (unless included in contract) costs, and reimbursable and miscellaneous costs are not considered as a part of the construction budget.

4. Architect Information:

VLK Architects, Inc.
20445 State Highway 249, Suite 350
Houston, Texas 77070
281-671-2300
Monika Castillo, AIA
Principal

5. Special schedule considerations are as follows:

- a. This schedule is preliminary and will be finalized during the design phase of the project.
- b. The project is to be designed and built on a phased construction schedule to allow the continuation of daily school, district and community activities across all campuses during the duration of the project.
- c. It should be assumed that some work will be required during the school year and on occupied campuses. All GCs and Sub-Contractors will be required to adhere to District Vendor Badging procedures.
- d. It should be assumed that typical Districtwide Testing will require no work days and will be defined at a later date.

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.

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?

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 (specifically 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 Experience with Friendswood 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, phone 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/document 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.). In addition, provide examples of cost estimates at the following milestones for a sample project, as well as final GMP of the project: SD, DD, 50% CD, 75% CD, 85% GMP.
- 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 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.

7. Proposed Project Team:

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, Estimator, and all other supervisory positions to be on site who would work on the project. Provide a resume and references for each individual proposed for a project team. Provide individual teams and supporting information for respective projects if submitting for more than one project. Provide assurance that the identified team(s) will remain with this project throughout the course of the project including construction. The district reserves the right to name the assigned personnel into the contract for the duration of the contract.

8. Owner/Construction Group Manager Agreement:

The Owner will use, as the core construction contract document with the Construction Manager, AIA document A133-2019 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 AIA201-2017 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 Step proposal. All requests for modifications will be through mutual agreement of the Owner and Construction Manager. In the event that 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 Section 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. Include a copy of your firm's safety program.

11. Schedules:

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

CRITERIA FOR SELECTION – STEP ONE

Per the Texas Government Code 2269, Subchapter F, Construction Manager-at-Risk Method, Friendswood ISD shall consider the following selection criteria for evaluation of the Step 1 submissions:

- (1) offerors experience;
- (2) past performance;
- (3) safety record;
- (4) proposed project team;
- (5) methodology;
- (6) other appropriate factors that demonstrate capability

Extrapolated from this list, the following specific questions will be considered in selecting the construction manager. Each question will be scored from 1 to 5, with 5 being best. The cumulative total score for each section will be determined and used for that specific category.

1. Offeror's Experience: (Maximum 25 points)

- 1.1 How substantial is the firm's recent experience in the construction of projects of comparable size and complexity and with Construction Manager at Risk delivery method?
- 1.2 How substantial is the firm's experience in providing construction services for educational facilities of comparable size, complexity?
- 1.3 How substantial is the firm's experience in providing preconstruction services that added value to prior projects?
- 1.4 How long has the firm been in business providing the type of services sought by the District?
- 1.5 Is the firm knowledgeable about and experienced in the Friendswood and Houston, Texas construction market?

2. Past Performance: (Maximum 20 points)

- 2.1 Has the firm worked for the District in the past? If so, when and in what capacity? Was that work satisfactory to the District? Was that work finished in budget? Was that work finished on time?

- 2.2 Has the proposed team worked for the District in the past? If so, when and in what capacity? Was that work satisfactory to the District? Was that work finished in budget? Was that work finished on time?
 - 2.3 Does the construction manager appear to have the capability to meet the District's needs?
 - 2.4 Did the references listed (both owner's and architect's) have a favorable experience with the organization? Would they work with them again? How comparable was their project to the Friendswood ISD projects?
- 3. Safety Record: (Maximum 5 points)**
- 3.1 What is the vendor's safety record? Provide explanation of rating system.
- 4. Proposed Project Team: (Maximum 15 points)**
- 4.1 Is the firm proposing supervisory personnel for the job that are experienced in renovations of educational facilities and work on occupied campuses?
 - 4.2 Do the personnel proposed for the project appear to have the appropriate experience, capabilities?
 - 4.3 Do the proposed personnel demonstrate experience working together on similar projects?
- 5. Methodology: (Maximum 15 points)**
- 5.1 Does the description provided by the firm of its pre-construction services evidence both understanding and capabilities of the process in general and as it applies to these specific projects?
 - 5.2 Does the construction manager appear to have the capability to meet the District's schedule objectives?
 - 5.3 Is the format/nature of cost estimates prepared by the firm during the design phases informative/useful for the District/Architect? Are the initial and final estimates consistent in nature and format?
- 6. Other Appropriate Factors that Demonstrate Capability: (Maximum 20 points)**
- 6.1 How substantial is the firm's recent experience in providing pre-construction services for projects of comparable size and complexity?
 - 6.2 Does the firm's organizational structure, licensing and financial information indicate that the firm is capable of undertaking the project?
 - 6.3 Offerors experience with similar projects or project management of similar projects.
 - 6.4 Are the referenced Request for Qualifications documents complete acceptable?

CRITERIA FOR SELECTION – STEP TWO

This criterion is not applicable until Step 2. A short-list of construction managers will be determined by the selection committee and notified to submit the Request for Proposal(s):

- 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 proposed construction budget, plus Pre-Construction Fee) = 25%
 - b. Proposed Project Team = 15%
 - c. Qualifications Ranking from Step One (excluding proposed project team) = 60%

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.

STEP TWO - PROPOSED FEES AND PRICING (for future reference only)

1. General

This section only applies to vendors selected for Step 2 selection process. No more than 5 offerors for each construction package, selected solely on the basis of 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:

Friendswood Independent School District

RFQ #26-008 Construction Manager at Risk (Two Step Process): Foundation Repairs at Friendswood High School & FISD Administration Building

Attention: Procurement Manager, Tabitha McCain

302 Laurel Drive

Friendswood, Texas, 77546

Sealed Envelopes are due by February 5th, 2026 at 2:00 p.m. at Friendswood ISD, Administration Building, 302 Laurel Drive, Friendswood, Texas 77546. Proposals will be publicly opened and requested fees and prices shall be read aloud at 2:30 p.m. at Friendswood ISD, Annex Building, 402 Laurel Drive, Friendswood, Texas 77546. 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. Firms who wish to submit proposals for multiple packages shall clearly state on the proposal form which packages are covered by the proposal. 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. The fee(s) shall be listed in both percent (%) and dollar amounts. The fees should be divided into two parts, and shall clearly state whether the fees apply to a single package or to multiple packages.

Pre-construction Services Fee

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. (See attached Pre-Construction Services List – Appendix A).

Construction Phase Services Fee

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. General Conditions:

Include an itemized cost breakdown of all General Conditions that will be applicable to the project. Include all site costs for the job personnel as well as all reimbursable overhead items. Include all bonds and insurance costs. The total amount shall be provided in both percent (%) and dollar amount for each package. These figures will not be used in the evaluation, but will be available to discuss during negotiations. General Conditions means on-site management, administrative personnel, insurance, bond, equipment, utilities and incidental work, including minor field labor and materials.

The following items will be considered general conditions of the contract and will not be included as part of the Construction Managers' fee. The cost of these General Conditions will be negotiated with the recommended Construction Manager.

Senior Project Manager/Project Executive	Mobilization/Demobilization
Project Manager	Temporary Electric/Gas/Water Bill
Project Manager/Vehicle and/or Allowance /Mileage	Telephone, Fax, Computer, Copier Costs
General Superintendent	Drinking Water (Ice, Cups, Water)
Superintendent	Delivery Service/Postage
Superintendent Vehicle and/or Allowance/Mileage	Fire Protection/Fire Extinguishers
Assistant Superintendent	Shop Drawings & Submittals
Project/Cost Engineer	Stationary and Supplies
Office/Technology Engineer	Temporary Fencing
Project Expediter/Assistant Project Manager	Temporary Weather Protection
Field Office Manager/Secretary	Temporary Partitions
Field Engineering/Layout	Temporary Roads
Accounting	Temporary Plumbing
Secretary/Admin Personnel	Plans/Surveys/Blueprints
Quality Control Manager	Field Communications System
Phones, Radios	Chemical Toilets
Subsistence /Per Diem	Cellular Telephones/Pagers
Mileage/Travel	AGC Fees
CPM Schedule	Generators – Portable Barricades
Field Engineering & Equipment	Tractor
Record Set	Labor Burden
CM Office Trailers	Gas, Oil & Grease
Architect/Owner Trailer	Vehicle Repair
CM Storage Sheds	Clean Streets
CM Job Office Expense	Cleanup Periodical
CM Job Office Equipment	Continuous Jobsite Cleanup
First Aid Supplies	Dumpster/Trash Haul

Watchman/Security	Final Cleanup
Project Documentation/Progress Photography	Building and Site Dewatering
Small Tools	Safety Equipment
Equipment Rental, Maintenance, and Insurance	Safety Coordinator
Job Signage/Advertising	Job Safety Training
Building Permits (City of Friendswood) Fees/Licensing Dues	Payroll Taxes on General Conditions
General Liability, Builders Risk Insurance/ Performance & Payment Bonds	As-Builts

4. Bonds and Insurance

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. Payment and performance bonds, along with proof of insurance and workers' compensation coverage in the amounts specified in the construction documents, shall be provided within 10 days of project contract awards.

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(s) 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(s), 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(s)-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 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 three (3) times. 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.
- h. 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.
- i. 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.
- j. 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.
- k. When the construction drawings and specifications are 85 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.
- l. The Construction Manager shall provide a list of sub- contractors for review by the District and the Architect.

- m. 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.
- n. 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 Fisd 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.

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 insure 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.
 - 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:**
 - 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.
 - 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 tool box safety meeting.
 - Maintain safety meeting minutes:
 - Inform subcontractors of procedures
 - Enforce alcohol and drug programs by subcontractors.
 - Implement and maintain clean-up.
- **Job Security Functions:**
 - Monitor and control employee, vendor 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.
 - 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.

APPENDIX C

PREVAILING WAGE RATE SCHEDULE

NOTICE OF NO SUBMISSION

Complete this form and return it prior to proposal due date and time if:

- 1. Our company cannot provide the products, supplies and/or services listed in this proposal.
- 2. **KEEP** our name on the proposal list because we have decided NOT to submit a proposal at this particular time for the following reason(s):

- 3. **REMOVE** our name from all Friendswood ISD proposal lists for the reason(s) listed:

COMPANY NAME: _____

REPRESENTATIVE (Please Print): _____

ADDRESS: _____

PHONE NUMBER: FAX NUMBER: _____

MAIL TO: **Friendswood Independent School District**
Attention: Procurement Manager, Tabitha McCain
302 Laurel Drive
Friendswood, Texas 77546

RE: No Bid – RFQ# 26-008

SIGNATURE: _____

TITLE: DATE: _____

BIDDERS WHO RESPOND TO THIS REQUEST WITH A FORMAL PROPOSAL WILL REMAIN ON OUR MAILING LIST. BIDDERS MAKING NO RESPONSE AT ALL MAY BE REMOVED FROM OUR BIDDER LIST.

SEALED PROPOSAL FORM

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Sealed Proposal Form for CM At-Risk (CMAR) (Two Step Process) for Foundation Repairs at Friendswood High School and Fisd Administration Building

This proposal form must be submitted in sealed envelope by 2:00 p.m. on February 5th, 2026.

Submitted by (Company Name): _____

Date: _____ Phone #: _____

To: **Friendswood Independent School District
RFQ #26-008 Construction Manager at Risk (Two Step Process): Foundation Repairs at Friendswood High School & Fisd Administration Building
Attention: Procurement Manager, Tabitha McCain
302 Laurel Drive
Friendswood, Texas, 77546**

1. Having examined the Request for Proposal prepared by Friendswood Independent School District dated January 7, 2026, the undersigned agrees to the following:

This proposal will remain subject to acceptance for 90 days after the day of the proposal opening.

The District maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal that the District considers the best value.

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.

The District reserves the right to negotiate with any proposer in a manner permitted by law.

2. FEE PROPOSAL

2.1 Pre- Construction Service Fee (This fee shall not include General Conditions)

Preconstruction Services Fee	Proposed Total Fee
The Pre-construction fee shall be based on a lump sum amount paid by the Owner paid out incrementally during the pre-construction phase.	\$ total

2.2 CM at Risk Fee (This fee shall not include General Conditions)

CM At-Risk Fee	Proposed CMR Fee
CM At-Risk Fee shall be the percentage paid to the Construction Manager-at-Risk based on the actual cost of work, general conditions costs and lump sum items.	%

2.3 Provide percentage for General Conditions as listed in the "Items for General Conditions" list provided in the RFQ, quoted as a percentage of the actual cost of work.

GENERAL CONDITIONS TOTAL:

Lump Sum: _____

Percentage: _____ %

2.4 Are you comfortable with the proposed project schedule? Yes _____ No _____

3. INSURANCE COSTS:

ITEMS	PROPOSED TOTAL COST
Performance and Payment Bond (based on Project Budget)	\$ total
Subguard / Subcontractor Default Insurance Costs (must be disclosed to be considered as a cost of the work)	\$ total
<i>Itemized Insurance Costs:</i>	
Comprehensive General Liability, including: - \$1,000,000 Each occurrence - \$2,000,000 General Aggregate - \$2,000,000 Products / Completed Operations Aggregate - \$1,000,000.00 Bodily Injury and Property Damage (each) - \$1,000,000.00 Personal and Advertising Injury	\$ total
Automobile Liability (any, hired and non-owned autos), including: - \$1,000,000 Combined Single Limit	\$ With above total
Workers' Compensation Statutory Limits and Employer's Liability	\$ With above total
Builder's All Risk, including: - Flood coverage - Maximum 2% Deductible Amount	\$ total

Authorized Signature

Printed Name

Title

Name of Contracting Firm

Street Address

City/State/Zip Code

Telephone Number

Date

Email

(Seal, if a Corporation) State whether Corporation, Partnership, or Individual

Notice regarding insurance and **cancellation or changes** should be mailed to:

**Friendswood Independent School District
Attention: Executive Assistant to the CFO, Hope McBride
302 Laurel Drive
Friendswood, Texas 77546**

FISD reserves the right to require additional insurance coverage to be carried by the Supplier as deemed desirable by FISD, depending on the type of project.

ITEMS FOR GENERAL CONDITIONS

The following items will be considered general conditions of the contract and will not be included as part of the Construction Managers' fee. The cost of these General Conditions will be negotiated with the recommended Construction Manager.

Please indicate by circling which items your firm typically includes in your General Conditions fees. The cost of these general conditions will be negotiated with the recommended Construction Manager-at-Risk as part of the overall GMP, and subject to a not to exceed percentage of the other cost of the work.

Senior Project Manager/Project Executive	Mobilization/Demobilization
Project Manager	Temporary Electric/Gas/Water Bill
Project Manager/Vehicle and/or Allowance /Mileage	Telephone, Fax, Computer, Copier Costs
General Superintendent	Drinking Water (Ice, Cups, Water)
Superintendent	Delivery Service/Postage
Superintendent Vehicle and/or Allowance/Mileage	Fire Protection/Fire Extinguishers
Assistant Superintendent	Shop Drawings & Submittals
Project/Cost Engineer	Stationary and Supplies
Office/Technology Engineer	Temporary Fencing
Project Expediter/Assistant Project Manager	Temporary Weather Protection
Field Office Manager/Secretary	Temporary Partitions
Field Engineering/Layout	Temporary Roads
Accounting	Temporary Plumbing
Secretary/Admin Personnel	Plans/Surveys/Blueprints
Quality Control Manager	Field Communications System
Phones, Radios	Chemical Toilets
Subsistence /Per Diem	Cellular Telephones/Pagers
Mileage/Travel	AGC Fees
CPM Schedule	Generators – Portable Barricades
Field Engineering & Equipment	Tractor
Record Set	Labor Burden
CM Office Trailers	Gas, Oil & Grease
Architect/Owner Trailer	Vehicle Repair
CM Storage Sheds	Clean Streets
CM Job Office Expense	Cleanup Periodical
CM Job Office Equipment	Continuous Jobsite Cleanup
First Aid Supplies	Dumpster/Trash Haul
Watchman/Security	Final Cleanup
Project Documentation/Progress Photography	Building and Site Dewatering
Small Tools	Safety Equipment
Equipment Rental, Maintenance, and Insurance	Safety Coordinator
Job Signage/Advertising	Job Safety Training
Building Permits (City of Friendswood) Fees/Licensing Dues	Payroll Taxes on General Conditions
General Liability, Builders Risk Insurance/ Performance & Payment Bonds	As-Builts

OTHER REQUIRED FISD FORMS

- Signed Certification Sheet
- Questionnaire
- Notice of No Submission (only if applicable)
- Prevailing Wage Rate Determination Information
- W-9 Request for Taxpayer Identification Number and Certification
- Conflict of Interest Questionnaire
- Pre-Service Affidavit for Educational Entities
- Debarment Form
- Declaration of Commitment and Authenticity
- Felony Conviction Notification
- National Criminal History Certification
- Non-Collusion Statement
- Statement of Residency
- State Certification Form
- Certificate of Interested Parties – Form 1295 (online form)

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.

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.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Name of signatory

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

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

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

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

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) **must** submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.

Section 1 - Penalties for Failure to Disclose Required Information

A person commits an offense, a Class B misdemeanor, if the person fails to disclose information required to be disclosed under TEC §22A.055. Additionally, a determination that an employee or person providing services failed to disclose information required to be disclosed by a person under TEC §22A.055 is grounds for termination of employment or service.

Section 2 – Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes No <input type="checkbox"/> <input type="checkbox"/>
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.</i>	Yes No <input type="checkbox"/> <input type="checkbox"/>

Section 3 – Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes No <input type="checkbox"/> <input type="checkbox"/>
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes No <input type="checkbox"/> <input type="checkbox"/>

<p>Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?:</p> <ul style="list-style-type: none"> • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <p><i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i></p> <p><i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i></p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>Have you ever been investigated by a licensing authority or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency.</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.</p>	

Section 3 – Declaration of Applicant

Name (First, Middle, Last)

Date of Birth

Address (House/Unit # and Street Name)

Address (City, State, Zip Code)

County

Signature

Date Signed



DEBARMENT

*Certification Regarding Debarment, Suspension,
Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to comply with any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature: _____

Date: _____



DECLARATION OF COMMITMENT AND AUTHENTICITY

Friendswood Independent School District
Request for Qualifications

In submitting the Request for Qualification (RFQ) XXXX, the responding firm acknowledges that if selected they will in good faith seek to negotiate a contract with the District. Further, the responding firm attests that the information provided in the is document and its attachments represents the named firm and is true and accurate, and the responder has made no attempt to mislead or misinform the District.

Until a contract resulting from this process is executed, no employee, agent or representative of the firm, their staff or consultants, shall make available or discuss its proposal with the press, elected or appointed official, or any employee, agent or other representative of the District, unless specifically instructed otherwise by the District's Superintendent of Schools, Thad Roher, or Chief Financial Officer, Amber Petree.

My signature indicates the information provided within this application is true and representative of the firm on whose behalf it is submitted.

Firm

Signature of Firm's Representative

Date

Printed Name

Title



FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

You must check A, B or C and sign below:

- A. Our firm is a publicly held corporation, therefore, this reporting requirement is **not applicable**.
- B. Our firm **is not** owned or operated by anyone who has been convicted of a felony.
- C. Our firm **is** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Individual(s): _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

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

Company Name: _____

Authorized Official's Name (Printed): _____

Signature of Company Official: _____ Date: _____



NATIONAL CRIMINAL HISTORY CERTIFICATION

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Supplier"), I certify that
(check one):

None of Supplier's employees are *covered employees*, as defined above. If this box is checked, I further certify that Supplier has taken precautions or imposed conditions to ensure that Supplier's employees will not become *covered employees*. Supplier will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Supplier's employees are *covered employees*. If this box is checked, I further certify that:

1. Supplier has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Supplier receives information that a covered employee subsequently has a reported criminal history, Supplier will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Supplier will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Supplier agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

NON-COLLUSION STATEMENT

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the **Friendswood Independent School District** that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal;

the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal;

the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the **Friendswood Independent School District** concerning this proposal on the basis of any consideration not authorized by law;

the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal;

the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the **Friendswood Independent School District** in return for the person having exercised the person's official discretion, power or duty with respect to this proposal;

the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the **Friendswood Independent School District** in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal;

the Proposer certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

FIRM NAME

ADDRESS

CITY/STATE/ZIP

TYPED NAME OF REPRESENTATIVE(S)

SIGNATURE OF REPRESENTATIVE(S)

DATE



STATEMENT OF RESIDENCY

(Please submit in duplicate with your Bid Form)

The following information is required by the **Friendswood ISD** in order to comply with provisions of state law, **TEX.GOV'T. CODE § 2252.001 et. seq.** (State or Political Subdivision Contracts for Construction, Supplies, Services; Bids by Nonresident).

Every bidder must affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information may constitute a basis for rejection of your bid. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **Friendswood ISD**.

TEX. GOV'T CODE , §2252.001, §(4) defines a "**Resident bidder**" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE , §2252.001§ (3) defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

Bidder's complete company name:

State your business address in the space provided below if you are a **Texas Resident bidder**:

State your business address in the space provided below if you are a **Nonresident bidder**:

*The **State Purchasing and General Services Commission** defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity:

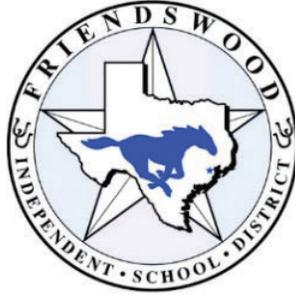
- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and
- has at least one employee who works in the Texas office

Form prepared by:

(Name)

(Title)

Date:



STATE CERTIFICATIONS FORM

Date:		Federal Tax ID# :	
Vendor Name:			
Printed Name of Representative:			
Title:			
Signature:			

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

[Govt Code 2252 (SB252)]

Vendor 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.

 Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING PROHIBITION ON DIVERSITY, EQUITY, AND INCLUSION

[Tex. Ed. Code 11.005(b)(2) (SB12)]

Pursuant to Section 11.005(b)(2), Texas Education Code, as amended by SB 12 (88th Leg., R.S. 2023), the Contractor hereby certifies that it shall not engage in, and shall prohibit any of its employees, agents, or subcontractors from engaging in, diversity, equity, and inclusion ("DEI") duties (as defined by Section 11.005(a)(1)-(4) of the Texas Education Code) at, for, or on behalf of the District, except as required by state or federal law.

 Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING CONFLICT OF INTEREST

[Tex. Ed. Code 11.067 (HB210)]

Pursuant to Section 11.067, Texas Education Code (as enacted by HB 210, 89th Leg., R.S. 2025), the Vendor certifies that no member of the District’s board of trustees, nor any individual related to a board member within the second degree by consanguinity or affinity, has a substantial interest (as defined by 11.067(c)(1)(-2) of the Texas Education Code) in the Vendor or any subcontractor hired by the Vendor, and that no board member has received or been promised gifts or in-kind services valued at more than \$250 from the Vendor. Vendor further certifies that it will not engage in any activity prohibited by Section 11.067 during the term of this Agreement.

[Redacted] Initials of Authorized Representative of Vendor

The following certifications shall apply 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 \$100,000.00 or more.**
- (Otherwise, this certification is not required.)**

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

[Govt Code 808 (HB89)]

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the “Vendor Companies”), boycotts Israel, and the Vendor agrees that the Vendor and Vendor 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.

[Redacted] Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING CONTRACTS WITH COMPANIES THAT
DISCRIMINATE AGAINST FIREARM INDUSTRY**

[Govt Code 2274 (SB19)]

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

[Redacted] Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING CONTRACTS WITH THAT BOYCOTT ENERGY
COMPANIES**

[Govt Code 2276 (SB13)]

By entering into this Agreement, Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the contract.

[Redacted] Initials of Authorized Representative of Vendor

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and returned to Friendswood ISD via email or regular mail).

Friendswood ISD 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 prohibits Friendswood ISD 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 Friendswood ISD at the time business entity submits the signed contract. 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 FSD 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. 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 electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file 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. Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized. The completed Form 1295 with the certification of filing must be filed with Friendswood ISD by attaching the completed form to the proposal in the Response Attachment section of the Friendswood ISD eBid System.

Friendswood ISD 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 the date the contract binds all parties to the contract. After Friendswood ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from Friendswood ISD.

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 services, goods, or other property 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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY