



**Request for Proposals (One-Step) for
Construction Manager-at-Risk Services**

RFP # 2026-001

Multiple Projects

Issued by:

Jeff Bergeron

Director of Facilities and Planning

Port Neches-Groves ISD

776 Magnolia Avenue

Port Neches, TX 77651

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Submittal Deadline:

April 23, 2026 @ 2:00 p.m.

**SUBMISSION OF CONSTRUCTION MANAGER-AT-RISK:
REQUEST FOR PROPOSALS (RFP)
for the Construction of Multiple Projects**

TABLE OF CONTENTS

- 1. RFP Schedule Summary**
- 2. Advertisement**
- 3. Projects' Scopes and Budgets**
- 4. Submission Instructions**
- 5. Architect**
- 6. Selection Process**
- 7. Award and Contract Approval**
- 8. Proposer Eligibility for Contract Award**
- 9. Insurance**
- 10. Payment and Performance Bonds**
- 11. Prevailing Wage Rates**
- 12. Reservations and Waivers**

Appendix A: Guidelines for Pre-construction services provided to PN-G ISD and its Architect

Appendix B: Construction Manager-At-Risk: Request for Proposals Questionnaire

Appendix C: AIA Document A133-2019 Standard Form of Agreement between Owner and Construction Manager as Contractor Where the Basis of Payment is the Cost of the Work plus a Fee with a "Guaranteed Maximum Price; Exhibit B Insurance and Bonds; and AIA Document A201-2017 General Conditions, all as modified by PN-G ISD for this project

Appendix D: Construction Manager-At-Risk: Request for Proposals attachments

1. Attachment A – Proposal Form and Certification of Proposer
2. Attachment B – Proposer Certification Forms
3. Attachment C – Asbestos-Free Materials and Inspection
4. Attachment D – Acknowledgement of Final Completion Documents
5. Attachment E – W-9 Form
6. Attachment F – Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees

1. RFP SCHEDULE SUMMARY

April 1 & 8, 2026	Legal Advertising for RFP
April 10, 2026 (10:30 a.m.)	Pre-Proposal Meeting at 776 Magnolia Avenue, Port Neches, TX 77651
April 14, 2026 (12:00 p.m.)	Last day for inquiries and clarifications
April 16, 2026 (4:00 p.m.)	Issue Addendum
April 23, 2026 (2:00 p.m.)	Receipt and Reading of Names of Offerors fees and prices

Note: This schedule is preliminary and may be modified at the discretion of the Owner.

2. ADVERTISEMENT

Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter F, it is the intent of the Port Neches-Groves Independent School District to select a Construction Manager At-Risk (CMAR), via a one-step Request for Proposals (RFP) process, for the construction of Multiple Projects, resulting from the 2025 Bond Referendum.

The RFP package is available through Port Neches-Groves Independent School District website. Questions regarding the RFP should be directed in writing via email to Komial.Abbas@turntown.com. Sealed responses marked "CMAR Request for Proposals" are due and will be publicly opened at 2:00 p.m. (Local Time) on April 23, 2026 at 776 Magnolia Avenue, Port Neches, TX 77651. The selection committee will review submissions and rank them according to the criteria established for this process as published in the request for proposals package. Submittals received by hand delivery or mail after that time will be returned unopened.

Port Neches-Groves Independent School District reserves the right to waive any informality or to reject any or all, CMAR Request for Proposals submittals.

3. PROJECT SCOPE & BUDGET:

I. NEW TRANSPORTATION CENTER

- a. Location: Project located at 2116 Merriman St, Port Neches, TX 77651
- b. County: Jefferson County
- c. Scope: Construction of a new approximately 12,500 SF Transportation Center consisting of an administration building and service bay facility designed to accommodate larger bus maintenance bays and improve operational safety. The project will include visitor and staff parking, covered parking for buses and fleet vehicles, as well as a new bus wash and fueling station.
- d. Estimated Start of Construction: October 2026
- e. Substantial Completion Date: December 2027
- f. Estimated Construction Budget: \$ 6,187,500

II. MULTIPURPOSE COVERED FACILITY

- a. Location: Bus Parking Lot located at Park Street & Avenue G, Port Neches, TX 77651
- b. County: Jefferson County
- c. Scope: Construction of a new covered athletic practice facility consisting of a 120-yard synthetic turf field with structural cover. The facility will include support spaces such as equipment storage and an observation tower.
- d. Estimated Start of Construction: September 2026
- e. Substantial Completion Date: July 2027
- f. Estimated Construction Budget: \$ 8,694,000

III. NEW MULTIPURPOSE FACILITY BUILDING

- a. Location: Project located at High School Football Field at 1401 Merriman St, Port Neches, TX 77651
- b. County: Jefferson County
- c. Scope: Construction of a new approximately 2,500 SF multipurpose building at the stadium site to serve visiting teams. The facility will include locker rooms, restrooms, and field storage areas.
- d. Estimated Start of Construction: September 2026
- e. Substantial Completion Date: July 2027
- f. Estimated Construction Budget: \$ 1,000,000

IV. RENOVATE EXISTING TRANSPORTATION BUILDING

- a. Location: Project located at 1606 Park Street, Port Neches, TX 77651 (across from Bus Parking Lot)
- b. County: Jefferson County
- c. Scope: Renovation and repurposing of the existing 7,500 SF transportation facility to create a new athletic weight room and training space. The project will also include the addition of an outdoor covered practice yard to support athletic programs.
- d. Estimated Start of Construction: January 2028
- e. Substantial Completion Date: July 2028
- f. Estimated Construction Budget: \$ 3,375,000

V. HIGH SCHOOL AUDITORIUM RENOVATIONS

- a. Location: Port Neches High School located at 1401 Merriman St, Port Neches, TX 77651
- b. County: Jefferson County
- c. Scope: Renovations to the high school auditorium including replacement and upgrades to seating, finishes, and building systems supporting the performance space.
- d. Estimated Start of Construction: January 2027
- e. Substantial Completion Date: December 2027
- f. Estimated Construction Budget: \$ 6,400,000

VI. NEW CTE CONSTRUCTION SCIENCE CLASSROOM

- a. Location: Port Neches High School located at 1401 Merriman St, Port Neches, TX 77651
- b. County: Jefferson County
- c. Scope: Renovation of existing Career and Technical Education (CTE) spaces to support new and expanded CTE programs. Work may include reconfiguration of classrooms, upgrades to infrastructure, and specialized program support spaces.
- d. Estimated Start of Construction: March 2027
- g. Substantial Completion Date: July 2027
- a. Estimated Construction Budget: \$ 1,250,000

VII. NEW STUDENT SERVICES CENTER

- a. Location: Project located at 1840 Port Neches Ave, Port Neches, TX 77651
- b. County: Jefferson County
- c. Scope: Construction of a new Student Services Center to support district programs including AEC and homebound services. The facility will include classrooms, support spaces, and district registration services.
- d. Estimated Start of Construction: March 2027
- e. Substantial Completion Date: July 2028
- f. Estimated Construction Budget: \$ 14,575,000

4. SUBMISSION INSTRUCTIONS

A. The documentation and attachments listed below are required to be included with the proposal. All forms must be completed and signed.

1. Complete information as requested in Appendix B, Construction Manager-At-Risk: Request for Proposals Questionnaire.
2. Proof of Insurance – certificates of insurance of the types and amounts described in this procurement solicitation, including in Exhibit A and in Exhibit B to the AIA Document A133, Insurance and Bonds, as modified by PN-G ISD (enclosed as Appendix C hereto)
3. Letter of statement from a bonding company that the proposer is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation
4. Attachment A – Proposal Form and Certification of Proposer
5. Attachment B – Proposer Certification Forms
6. Attachment C – Asbestos-Free Materials and Inspection
7. Attachment D – Acknowledgement of Final Completion Documents
8. Attachment E – W-9 Form
9. Attachment F – Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees
10. Proposers shall submit an itemized breakdown of proposed General Conditions, per Exhibit D - List of General Conditions, indicating quantities and costs.

Offerors shall submit proposals to:

Jeff Bergeron
Director of Facilities and Planning
Port Neches-Groves Independent School
776 Magnolia Avenue, Port Neches, Texas 77651
No later than 2:00 pm, April 23, 2026
Late responses will not be considered.

Proposers shall submit the original, two (2) copies, and one (1) electronic copy of its proposal in a sealed envelope and labeled:

CMAR Request for Proposals: For the Construction of Multiple Projects

- B. Complete and attach forms included in Appendix D. Hard copies of proposals will only be accepted at PN-G ISD’s Facilities and Construction Building, located at 776 Magnolia Avenue, Port Neches, Texas 77651, between the hours of 8 a.m. and 4 p.m., Monday through Friday, on PN-G ISD business days.
- C. Any supplemental information provided should be submitted in a separate format.
- D. **Proposal security shall be submitted with each proposal in the amount of ten percent (10%) of the Base Proposal amount.**
- E. Pursuant to the provisions of Tex. Gov’t Code Section 2269.253(f), the District’s administrative staff shall publicly open, and read aloud, the names of the offerors and the fees and prices at 2 pm. on April 23, 2026 at 776 Magnolia Avenue, Port Neches, Texas 77651.
- F. Questions about the project and Construction Manager-At-Risk: Requests for Proposals should be submitted in writing and addressed to:

Komial Abbas
Turner & Townsend Heery, LLC
469-450-8693; Komial.Abbas@turntown.com

Questions will be accepted through 12 p.m., on April 14, 2026.

5. ARCHITECT / PROGRAM MANAGER

Architect:
VLK Architects, Inc.
20445 State Highway 249, Suite 350
Houston, Texas 77070
Project Architect: Monika Castillo

Program Manager:
Turner & Townsend Heery, LLC
10777 Westheimer Rd., Suite 1160
Houston, Texas 77042
Project Lead: Komail Abbas

6. SELECTION PROCESS

- a. The selection process for this project will be accomplished in a one-step process as provided in the Texas Government Code Chapter 2269, Subchapter F.
- b. The District will receive, publicly open, and read aloud the names of the offerors and the proposed prices and fees at 2 p.m. on April 23, 2026.
- c. In accordance with Sections 2269.254, 2269.055, and 2269.56 of the Texas Government Code and PN-G ISD Policy CV (Local), PN-G ISD will evaluate proposals on the basis of the following selection criteria and weights:¹

¹ By submitting its proposal in response to this procurement solicitation, the Proposer accepts the evaluation process and acknowledges and accepts that the evaluation of the detailed methodology and the selection criteria and awarding of weighted values/points will require subjective judgments by the District and the evaluators and will be based upon the information responsive to the Evaluation Criteria as published with this procurement solicitation, which includes information submitted by the Proposer and/or information available to the District and the evaluators.

Selection Criteria Weight Table	
Detailed Methodology for Scoring	Criteria Weight
<p>Price – Proposed Price The District will rank the Price Proposals based on overall median cost to the District. (Overall Cost will be determined by multiplying the General Conditions Fee Proposal and Construction Services Fee Proposal by the estimated construction cost, and adding the Pre-Construction Services Lump Sum Costs to obtain the overall cost to the District.)</p>	30
<p>Proposer’s Experience & Reputation The Owner will consider the proposer’s experience and reputation and the proposer’s answers to the Questionnaire, including, but not limited to, the record of past performance, general reputation of the proposer, and the proposer’s knowledge, reliability, character, integrity, skill, and stability; the proposer’s experience with the scopes of work for this Project, including K-12 facilities in the Gulf Coast Region, and the proposer’s reputation for handling warranty work. Proposer’s references (listed in proposer’s A305) will be reviewed and evaluated (5 of the 15 points will be allocated for references; 1 point for each positive reference will be given, up to a maximum of 5 points).</p>	15
<p>Quality of Proposer’s services Proposer demonstrates consistent and average past and current workload to staff ratio, showing ability to adequately staff the work and company stability. Proposer shows no or limited past history of claims, suits, and failure to perform. Proposer shows ability to maintain cost with no cost increases. Proposer has a record of timely completion of work, compliance with laws, and warranty service. Owner will consider the answers to the Questionnaire which relate to the quality of the Proposer’s services and other relevant information.</p>	20
<p>Whether Proposer’s financial capability is appropriate to the size and scope of the project Proposer’s financial and technical resources will be evaluated. Proposer has a positive asset to liability ratio and adequate bonding capacity. Evaluation of Proposer’s responses to Financial Information Questionnaire of this RFP will be considered.</p>	5
<p>Proposer’s Proposed Personnel Proposer’s <u>individual personnel</u> proposed for the work in the RFP demonstrate similar project experience by showing school district/governmental entity work, the proposer’s experience renovating existing buildings, projects of comparable cost, complexity, and timeframe to the work in the RFP. Organizational approach to the project is clear. Owner will review and evaluate the answers to the Questionnaire and resumes in proposer’s A305 as well as other relevant information.</p>	10
<p>Proposer’s Safety Record PN-G ISD will consider the safety record of the proposer in determining to whom to award a contract resulting from this procurement solicitation. Failure to provide all required and/or relevant information relating to proposer’s safety record will result in 0 points.</p>	5
<p>Proposer’s Ability to Complete Project on Time Proposer’s ability to complete project on time; Proposer’s proposed construction schedule meets or exceeds the Substantial Completion and Final Completion dates set forth herein.</p>	10
<p>Proposer’s Performance in Responding to Warranty Proposer has a positive demonstrated performance in responding to warranty claims.</p>	5
<p>Total</p>	100

The final selection of a Construction Manager-at-Risk for this project will be based on the above-published selection criteria and ranking evaluation to determine the offeror that submits the proposal that offers the best value to the District. The District reserves the right to waive any informality and to reject or accept any or all Proposals. Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of the District, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

7. **Award/Contract Approval:** Award of a contract, if any, will be made to the proposer who submits the proposal that offers the best value for PN-G ISD, based on (a) the selection criteria in this request for proposals and the weighted value for those criteria listed in this procurement solicitation; and (b) PN-G ISD's ranking evaluation. Tex. Gov't Code § 2269.254(a). PN-G ISD must first attempt to negotiate a contract with the selected proposer. Tex. Gov't Code § 2269.254(b). If PN-G ISD is unable to negotiate a satisfactory contract with the selected proposer, PN-G ISD must, formally and in writing, end negotiations with that proposer and proceed to the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end all proposals are rejected. Tex. Gov't Code § 2269.254(c).

This procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by the Port Neches-Groves ISD Board of Trustees. Subsequent to required approval, the only person authorized to commit PN-G ISD contractually is the Superintendent or his designee. This solicitation is an invitation for sealed proposals and neither this solicitation nor the response or the proposal from any prospective proposer/contractor shall create a contractual relationship that would bind PN-G ISD until such time as both PN-G ISD and the selected proposer/contractor sign a legally binding contract, which includes, without limitation, the terms required by PN-G ISD.

A response to this procurement solicitation is an offer to contract with the District based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation and the construction documents. A contract is not formed unless and until a proposal is accepted and awarded by PN-G ISD after approval by the PN-G ISD Board of Trustees. The contract between PN-G ISD and the Construction Manager shall be the "Standard Form of Agreement between Owner and Construction Manager as Contractor Where the Basis of Payment is the Cost of the Work plus a Fee with a "Guaranteed Maximum Price," AIA Document A133-2019, as amended by PN-G ISD for this Project, along with the AIA Document A201-2017 General and Supplementary Conditions, as modified by PN-G ISD, and Exhibit B Insurance and Bonds Requirements to the A-133. PN-G ISD's modifications to the AIA Documents are included herein as **Appendix C**. The selected CMAR for the Project will be expected to execute the AIA Contract Documents. No revisions to the AIA Contract Documents except project-specific language only will be allowed, and the selected CMAR is expected to execute the Contract Documents. If the CMAR is unable to execute the AIA Contract Documents in their modified form, the proposer must clearly indicate such in the proposal; any exceptions to the modified AIA Contract Documents should be noted in the proposal along with suggested wording for each exception, submitted in "track changes/redline" for each specific section. The District will consider any such exceptions in its evaluation of the Proposer's proposal but is not obligated to accept any such exceptions or proposed modifications. If the Proposer and PN-G ISD are unable to resolve any exceptions to the mutual satisfaction of both parties, PN-G ISD reserves the right to reject the Proposer's proposal and award the Contract to another Proposer. Each Proposer, by making its proposal, represents that the Proposer has read, understands, and agrees to PN-G ISD's modifications to the AIA Documents. In the event that a project is awarded to a Proposer and the Proposer requests changes to the Contract Documents, the District reserves the right to cancel the award and re-award the Project to an alternate Proposer. Requests to modify the terms of the Contract Documents during the pendency of this RFP will be denied.

All savings on the project will be returned to the District at the conclusion of the project.

All actual cost information will be made available to the District or its agent during the entire process. A

formal audit of the project may be conducted by an independent third party hired by the District at selected intervals during the construction phase and prior to final payment.

The District will contract separately for all material testing, environmental testing and services, test and air balance, commissioning, roof inspections and Texas Department of Licensing and Regulation (TDLR) inspections.

8. Proposer Eligibility for Contract Award.

In order for a proposer to be eligible to be awarded a contract, the proposal must be responsive to the solicitation and PN-G ISD must be able to determine that the proposer is responsible to perform the resulting contract satisfactorily.

Responsive proposals are those that comply with all material aspects of the solicitation, conform to the Procurement Documents, and meet the requirements set forth in this solicitation. Proposals that do not comply with the terms and conditions of the solicitation will be rejected as non-responsive.

Each proposer shall complete, and submit with the proposal, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance or required by a company or otherwise to perform the work, the proposer must be properly licensed prior to submitting a proposal to PN-G ISD and must furnish evidence of such licensing or credentials with the proposal.

Responsible proposers, at a minimum, must meet all of the following requirements:

- Be an experienced contractor who has served as a prime contractor on similar construction projects for schools/governmental entities and be knowledgeable about requirements for new construction, including, without limitation, applicable building code requirements;
- Provide a warranty and support for any equipment installed as part of the construction services;
- Possess or is able to obtain adequate financial resources as required to perform under any contract resulting from this procurement solicitation;
- Have a responsible safety record;
- **Be able to obtain payment and performance bonds of the types and in the amounts described in this procurement solicitation;**
- **Comply with all prevailing wage rate requirements;**
 - The contractor who is awarded a contract resulting from this procurement solicitation must pay not less than the prevailing wage rates determined by PN-G ISD to a worker employed by it in the execution of a contract and must keep a record of such, as detailed in this procurement solicitation.
- **Be able to obtain all required permits, licenses, etc.**
 - All permit costs, inspection costs by governmental authorities having jurisdiction and associated fees, including but not necessarily limited to, building permits, sprinkler permits, canopy permits, fence permits, etc. will be paid by the selected proposer.
 - Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform the contract resulting from this procurement solicitation. Contractor must comply with all state and local building code requirements
- Submit all required proposal forms. If there are any missing proposal form pages, proposers may be disqualified.
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
- Have necessary management and technical capability to perform any resulting contract;
- Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation;
- Be registered to do business in the State of Texas;
- Be in good standing with the State of Texas;
- Be otherwise qualified and eligible to receive a contract award under applicable laws and regulations.
- Proposals deviating or taking exceptions to the solicitation requirements may not be considered. A

person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.

9. **Insurance.** Contractor must obtain and keep in effect during the term of the contract, insurance coverage in the below listed types and minimum amounts. As evidence of insurance coverage, **Contractor must furnish to PN-G ISD certificate(s) of insurance as detailed in Exhibit B to the AIA Document A 133-2019.**

Type of Coverage	Amount of Coverage
Liability and other insurance	As detailed in Exhibit B to the AIA Document A133-2017, Insurance and Bonds, as modified by PN-G ISD
Workers Compensation & Employers Liability Insurance	As detailed in Exhibit A hereto and Exhibit B to the AIA Document A133-2017, Insurance and Bonds, as modified by PN-G ISD

Contractor must perform the duties and responsibilities pertaining to required workers' compensation coverages, as detailed in Exhibit A and in Exhibit B to the AIA Document A133, Insurance and Bonds, as modified by PN-G ISD.

Contractor shall provide PN-G ISD with a certificate of coverage for each person providing services on the project, prior to that person's beginning work on the project. This provision includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracts directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the contract. Services include, but are not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

Contractor shall provide PN-G ISD with a new certificate of coverage showing extension of coverage:

- (1) Before the end of the coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and
- (2) No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.

10. **Performance and Payment Bonds.** The successful contractor, before beginning the work under any contract resulting from this procurement solicitation, is required to execute a performance bond and a payment bond as detailed herein and in Exhibit B to the AIA Document A133, Insurance and Bonds, as modified by PN-G ISD (enclosed herein as Appendix C).

Proposers must provide, with their proposals, a letter of statement from a bonding company that the proposer CMAR contractor is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation.

Payment and performance bonds must be in an amount equal to the construction budget, as specified in this RFP, in accordance with Tex. Gov't Code Section 2269.258(a). Payment and performance bonds shall be provided no later than the 10th day after the date the Construction Manager-At-Risk executes the contract.

- 11. Prevailing Wage Rates.** A worker, laborer, or mechanic employed on a public work by or on behalf of PN-G ISD 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.

The PN-G ISD Board has determined the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work. Attached hereto as Exhibit B are the prevailing wage rates adopted by the PN-G ISD Board.

The contractor who is awarded a public works contract by PN-G ISD or a subcontractor of the contractor shall pay not less than the prevailing wage rates determined by PN-G ISD to a worker employed by it in the execution of the public works contract. A contractor or subcontractor who violates the requirement to pay prevailing wage rates shall pay to PN-G ISD, \$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 public works contract; PN-G ISD shall specify this penalty in the public works contract.

Obligation to keep Prevailing Wage Rates Records. A contractor and subcontractor employed on an PN-G ISD public works contract shall keep a record showing:

- (1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and
- (2) the actual per diem wages paid to each worker.

The record shall be open at all reasonable hours to inspection by PN-G ISD officers and agents. Tex. Gov't Code § 2258.024.

- 12. Reservations and Waivers:** This procurement solicitation shall be in accordance with applicable law and District policies and general terms, including the following:
- a. This Request for Proposals does not obligate District to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal. The District assumes no financial responsibility for any costs incurred by proposers in developing and submitting a proposal, participating in pre-bid meetings, or any other costs incurred by proposers in connection with this procurement solicitation.
 - b. **THE DISTRICT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**
 - c. **THE DISTRICT RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL.**
 - d. **THE DISTRICT RESERVES THE RIGHT TO WAIVE ANY FORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE CONSTRUCTION AND/OR PROCUREMENT DOCUMENTS, AND/OR ANY PROPOSALS RECEIVED OR SUBMITTED.**
 - e. **BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST THE DISTRICT AND/OR ITS BOARD MEMBERS, ADMINISTRATORS, EMPLOYEES, AND/OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROCUREMENT PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**
 - f. The District reserves the right to withdraw/cancel this solicitation at any time for any reason, remove any scope component for any reason and to issue such clarifications, modifications and/or amendments as deemed appropriate by PN-G ISD, in its sole discretion.
 - g. A proposal that has been submitted to PN-G ISD may be withdrawn prior to the deadline for submission of proposals.

- h. Proposals received will become a part of the District's official files without further obligation to the respondents.
- i. Offerors shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of PN-G ISD, or to any consultant, employee, or member of PN-G ISD for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.
- j. No employee, officer, or member of PN-G ISD shall participate in the selection, development of a response to this procurement solicitation, award or administration of a contract resulting from this procurement solicitation if a conflict of interest, real or apparent, would be involved.
- k. Proposers shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.
- l. Proposers must provide all requested information; failure to comply with any portion of this solicitation will be reflected in the evaluation process. The District reserves the right to accept or reject any submission or any part thereof or any combination of submissions and to waive any or all formalities. All responses in the submission may be used by the District in the evaluation and selection process. The District reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the District and/or evaluators without regard to whether such information appears in the submission.
- m. By submitting its proposal in response to this procurement solicitation, the Proposer accepts the evaluation process and acknowledges and accepts that the evaluation of the detailed methodology and the selection criteria and awarding of weighted values/points will require subjective judgments by the District and the evaluators and will be based upon the information responsive to the Evaluation Criteria as published with this procurement solicitation, which includes information submitted by the Proposer and/or information available to the District and the evaluators.
- n. Any Proposer who submitted a proposal may appeal PN-G ISD's award, if the appeal is based on deviations from laws, rules, regulations, or PN-G ISD Board policies. PN-G ISD Board Policy GF (Local) applies to any Proposer wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Proposer shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to PN-G ISD's Facility Planning and Construction Manager. Complaints/appeals must be received by the close of business on or before the 15th PN-G ISD business day after award of the contract. In the event Proposer is unsure about the award of the contract, it is the Proposer's responsibility to contact PN-G ISD on the next business day after the award is announced and verify details concerning the award.

Appendix A

Guidelines for Pre-construction services provided to PN-G ISD and its Architect:

- A. The Project Manager and the estimator shall attend and actively participate in regular design meetings with the District and Architect to review project status and review and update the construction cost estimate.
- B. Advise the District and Architect regarding site use and improvements, phasing of the various projects, selection of materials, building systems and equipment.
- C. Provide recommendations on construction feasibility including estimates of alternative designs or materials, preliminary budgets, phasing and possible economies.
- D. The CM-At-Risk will be accountable for the construction budget from the schematic design phase through the completion of the project.
 - 1. Prepare, and periodically update, a preliminary Project schedule based upon District established milestones for the Architect's and the District's review.
 - 2. The Construction Manager shall coordinate and integrate the preliminary Program/Project schedule with the services and activities of the District, Architect and Construction Manager. As

design progresses, the preliminary Program/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 proposal.

- E. Construction Manager shall monitor changes from schematic design, to design development, and Construction Documents; and advise the District and Architect of their cost impact as they occur.
- F. During the preparation of the Construction Documents, the Construction Manager shall update and refine the cost estimate at established milestones, i.e., 75%. The CM shall do this with input from Subcontractors and their other resources, as necessary to provide accurate and reliable estimates.
- G. At each project development milestone, from Schematic Design to Construction Documents, each estimate shall be in a format that allows comparison from one milestone to the next.
- H. 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 within seven (7) days. The CM shall identify greatest contributors to estimate overages.
- I. 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.
- J. The construction manager may be required to provide a GMP at 75% or 90% completed Construction Documents which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee and General Conditions.
- K. The CM shall solicit Competitive Sealed Proposals from subcontractors as outlined in Texas Government Code Chapter 2269.255, and shall:
 - 1. Receive at least three (3) proposals from qualified subcontractors and suppliers for performance of all major elements of work.
 - 2. If the CM is self-performing any work, their proposal shall be received by Port Neches-Groves ISD 24 hours prior to the competitive sealed proposals for the GMP. These proposal(s) shall be submitted in a sealed envelope.
 - 3. Distribute proposal packages and confirm scope of work.
 - 4. Review proposals with District and Architect, prior to Contract Award, per Texas Government Code Chapter 2269.256.
 - 5. Provide copy of all subcontractor bids to District and Architect.

Appendix B

Construction Manager-At-Risk: Request for Proposals Questionnaire

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

1. Firm Information

- 1.1. Name of Firm:
- 1.2. Address of Principal Office
- 1.3. Phone and Fax:
- 1.4. Form of Business Organization (corporation, partnership, individual, joint venture, other?)
- 1.5. Year Founded:
- 1.6. Primary Individual to Contact:

2. Organization

- 2.1. How many years has your organization been in business 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, names of the following: President, Vice-Presidents, Secretary, and Treasurer.
 - 2.3.1. If your organization is a partnership, answer the following: Date of organization, Type of partnership (if applicable), and Name(s) of general partner(s).
 - 2.3.2. If your organization is individually owned, answer the following: Date of organization, Name of owner.
 - 2.3.3. If the form of your organization is other than those listed above, describe it and name the principals.
- 2.4. What is the annual dollar value of work done in the Greater Houston/Gulf Coast Region for the five-year period of 2021-2025, and what percentage of your total work does this represent?
- 2.5. What percentage of your work in the last five years has been K-12 school construction?

3. Experience

- 3.1. Completed Work within the last five years: List up to the last ten (10) school projects of similar scope constructed by your organization; For each project, provide the name, nature of the project/function of the building, construction delivery method, size (SF), location, cost, contractual completion date, actual completion date, owner and architect (and their phone numbers). **Please limit this section to fifteen (15) total pages.**
- 3.2. Current Work: List up to ten (10) school facility projects currently under construction by your organization, particularly in the Greater Houston/Gulf Coast Region; For each project, provide the name, nature of the project/function of the building, project delivery method, size (SF), location, cost, contractual completion date, actual completion date, owner and architect (and their phone numbers).
- 3.3. Using one or more of the projects listed in 3.1 and 3.2 as examples, describe the pre-construction services provided and the benefits to the Owner from using your organization as their Construction Manager. Please limit response to two (2) pages.
- 3.4. 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?
- 3.5. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
- 3.6. Claims and suits (If the answer to any of the questions below is yes, please provide details).
 - a. Has your organization ever failed to complete any work awarded?
 - b. Are there any judgments, claims, mediation or arbitration proceedings or suits, pending or outstanding against your organization or its officers?
 - c. Has your organization filed or been involved in any lawsuits, mediation, or arbitration with regard to construction contracts or procurements within the last five years?
- 3.7. 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 provide details.)
- 3.8. Describe your organization's safety program and provide your worker's compensation experience modification factor. List any safety awards your company has received within the past 5 years.

4. Financial Information

- 4.1. Attach an audited financial statement, including your organization's latest balance sheet and income statement showing the following items:
 - a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Non-current assets (e.g., net fixed assets, other assets).
 - c. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - d. Non-current liabilities (e.g., notes payable).
 - e. Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).

- 4.2. Name and address of firm preparing attached financial statement and date thereof.
- 4.3. Is the attached financial statement for the identical organization named under item 4.1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent subsidiary).
- 4.4. Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- 4.5. Provide name, address and phone number of your financial institution.
- 4.6. Surety: Name of bonding company and name address, and phone number of agent.
- 4.7. A statement showing your firm's total bonding capacity as well as the firm's current available bonding capacity.
- 4.8. Your firm's insurance certificate showing coverage limits for commercial general liability, automobile, workers compensation, and umbrella policies.

5. Experience with concepts for working as a Construction Manager-At-Risk

- 5.1. Describe your organization's concepts for working in a team/integrated relationship with the Owner and Architect during the design and construction of major projects.
 - a. Estimating: Describe your organization's methods for estimating costs. It is anticipated that a portion of the GMP may be furnished prior to completion of construction documents. Describe your past success in this area. Provide a list of CM at Risk projects (referencing projects you noted items 3.1 and 3.2 when possible) indicating at what percentage a GMP was submitted to the Owner.
 - b. Scheduling: describe your organization's methods for scheduling during the design documents phase and the construction phase.
- 5.2. Cost Information: Your firm would be required to make all cost information available to owner and architect during design and construction. Describe how this information would be furnished and how the owner and architect would be assured that it is complete and accurate.
- 5.3. Describe your organization's experience with working with the Owner and Architect on a complex, phased project with similar size and scope.

6. Personnel

- 6.1. Given the scope and schedule of the project(s), identify the available personnel proposed (i.e., Project Manager, Job Superintendent or Superintendent(s), Estimator and Field Operations) to work on the project(s). Provide a resume and references for each individual. Include the years with the firm, and projects worked on with dates. Prior to contracting with a construction management firm, Port Neches-Groves Independent School District will interview the Project Manager/Job Superintendent that will be assigned to the project. Please reference these personnel to projects listed in items 3.1 and 3.2 and explain how these personnel align with the proposed projects.
- 6.2. Company Philosophy:
 - a. What do you bring to the project team (PN-G ISD, Architect and CM) that is unique?
 - b. What is your role in ensuring that the Architect, Owner and Construction Manager work as a team? How will you resolve team conflict?

7. References (Name, organization, telephone, fax, & e-mail – if available)

- 7.1. Provide five (5) owner/client references
- 7.2. Provide five (5) subcontractor references
- 7.3. Provide five (5) architect (other than VLK Architects)/engineer/consultant references

8. General Conditions

The items in Exhibit D will be considered as general conditions of the contract and will not be included as part of the Construction Manager's fee. The cost of these general conditions will be submitted independently of the fee. The cost of these items will be reviewed, negotiated, and agreed upon before the GMP is approved, and itemized on each payment application as necessary to fully document. In addition to the items in Exhibit D, minor work that may be included in the general conditions as allowed by Texas Government Code § 2269.255 is also included as general conditions.

***Exhibit C – AIA Documents
A133-2019, Exhibit B Insurance and Bonds, A201-2017 (Exhibit C to the A133), Exhibit A to
A201 Prevailing Wage Rates, and Exhibit D General Conditions,
all as amended by PN-G ISD***

See Separate Appendix C, attached

Appendix D – Construction Manager-At-Risk: Request for Proposals attachments

1. Attachment A – Proposal Form and Certification of Proposer
2. Attachment B – Proposer Certification Forms
3. Attachment C – Asbestos-Free Materials and Inspection
4. Attachment D – Acknowledgement of Final Completion Documents
5. Attachment E – W-9 Form
6. Attachment F – Ch. 22 Criminal History Records Contractor Certification:
Contractor/Subcontractor Employees

ATTACHMENT A: PROPOSAL FORM

PROJECT TITLE: **Port Neches-Groves ISD's Multiple Projects resulting from the 2025 Bond Referendum**
RFP JOB NUMBER # 2026-001

Name of Proposer/Contractor: _____
 Address: _____
 Telephone: _____
 Fax: _____
 E-mail: _____

Receipt of Addenda: _____

PN-G ISD Multiple Projects:

1	Total Proposal Amount for Pre-Construction Services Lump Sum	_____ amount written (this governs)	\$ _____
2	Total Proposal Amount for CMAR Fee, Percentage of the Cost of the Work	_____ percent of Cost of the Work amount written (this governs)	% _____
3	Total Proposal Amount for General Conditions	_____ amount written (this governs) General Conditions (costs to be reimbursed) shall be delineated separately in the GMP Proposal and GMP Amendment and may only include the items in the A-133 and Exhibit D thereto For purposes of the Proposal and General Conditions, use construction durations provided in Section 3 – Projects' Scopes and Budgets	\$ _____

The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above-referenced project for the proposal amount(s) listed. **Proposal prices are firm for acceptance by PN-G ISD for 60 days from the date opening of proposals has occurred.**

Signed By: _____ Name: _____

Title: _____ ATTEST: _____

SEAL: (If Corporation)

CERTIFICATION OF PROPOSER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this procurement solicitation and the construction documents and certifies:

1. It is a reputable company regularly engaged in providing construction services necessary to meet the requirements, specifications, terms and conditions of the procurement solicitation.
2. The Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proposer's personal observations with the requirements of the proposed Contract Documents.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of this procurement solicitation. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of this procurement solicitation and to obtain final completion for the entire project on or before as provided herein.
4. Proposer proposes to furnish all labor, materials, supervision and any other services necessary to complete the project for the proposal amount(s) listed on Attachment A. The undersigned certifies that the amount(s) contained in Attachment A have been carefully checked and are submitted as correct and final.
5. All statements, information, and representations prepared and submitted in response to this procurement solicitation are current, complete, true, and accurate. Proposer acknowledges that PN-G ISD will rely on such statements, information, and representations in selecting the successful proposer. Proposer shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
7. That all of the requirements of this procurement solicitation have been read and understood, including any amendments/addenda. In addition, compliance with all requirements, terms and conditions will be assumed by PN-G ISD if not otherwise noted in the proposal.
8. The individual signing below has authority to submit this proposal on behalf of Proposer.

PROJECT TITLE:	Port Neches-Groves ISD's Multiple Projects
PROPOSER NAME:	
AUTHORIZED SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
ADDRESS:	
CITY, STATE, ZIP CODE:	
PHONE:	
EMAIL ADDRESS:	
WEBSITE URL:	

ATTACHMENT B – PROPOSER CERTIFICATION FORMS

CERTIFICATION OF RESIDENCY

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for PN-G ISD to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting bid is a resident bidder: ___ Yes ___ No

City and state of vendor's principal place of business: _____

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

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 BOYCOTTING OF ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. 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.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CONTRACTING INFORMATION

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

Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to PN-G ISD.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

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

_____ Initials of Authorized Representative of Vendor, if applicable

**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST
FIREARM AND AMMUNITION INDUSTRIES**

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

_____ Initials of Authorized Representative of Vendor, if applicable

**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN
CONNECTION WITH CRITICAL INFRASTRUCTURE**

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

_____ Initials of Authorized Representative of Vendor, if applicable

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

Vendor’s Name/Company Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____ Fax Number: _____
Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

PN-G ISD CONFLICT OF INTEREST DISCLOSURE STATEMENT FORM

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

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

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

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

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

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

• ***PN-G ISD Board of Trustees and Superintendent include:***

Dr. Scott Bartlett	Brandon Cropper
Dustin Marsh	Dr. Brenda Duhon
Eric Sullivan	Jake Lefort
Sarah Hardin	Dr. Mike Gonzales

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

Julie Gauthier	Sarah Leblanc
Jeff Bergeron	

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

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

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.

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.

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

PN-G ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

PN-G ISD is required to comply with HB 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 applies to a contract of PN-G ISD that (1) requires an action or vote by the PN-G ISD Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov't Code Chapter 305. If applicable, the business entity must submit a Disclosure of Interested Parties (Form 1295) to PN-G ISD at the time business entity submits the signed contract. The Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

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

As a “business entity,” vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert “Port Neches-Groves Independent School District”
 - In Section 3, insert the PN-G ISD RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **submit** the completed Form 1295 by **attaching the form to your proposal.**
- (5) PN-G 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 receipt. After PN-G ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from PN-G ISD.

FELONY CONVICTION NOTIFICATION FORM

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 an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement 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”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

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

Contractor’s Name/Company Name: _____

Authorized Official’s Name (Printed or Typed): _____

You must select one and sign below:

- Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

Detail of Conviction(s): _____

(Attach additional pages if necessary.)

Signature of Company Official: _____

Date: _____

CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO PN-G ISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, PN-G ISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to PN-G ISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to PN-G ISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as “CONFIDENTIAL.”

Marking information as “CONFIDENTIAL” does not guarantee that the information will be withheld from disclosure. If PN-G ISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as “CONFIDENTIAL,” PN-G ISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that PN-G ISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. PN-G ISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability PN-G ISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or PN-G ISD and determined by PN-G ISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.** Further, even if Vendor marks information as “CONFIDENTIAL,” **Vendor expressly agrees that PN-G ISD may disclose Vendor’s proposal, including, but not limited to, pricing information, to other governmental entities.**

Please check **ONLY ONE** of the following options:

- Declaration of Confidentiality** – Vendor **HAS** clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to PN-G ISD in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor declares that the information marked by Vendor as “CONFIDENTIAL” contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.

- Waiver of Confidentiality** – Vendor **HAS NOT** marked any information contained in its proposal and/or other information submitted by Vendor to PN-G ISD in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to PN-G ISD and that its proposal and all other information—including any pricing information—submitted by Vendor to PN-G ISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information—including any pricing information—submitted by Vendor to PN-G ISD in connection with this procurement solicitation or the Agreement.

Vendor Name

Printed Name of Authorized Officer/Representative of Vendor

Title

Signature

Date

ATTACHMENT C – ASBESTOS-FREE MATERIALS AND INSPECTION

If awarded the project, the Contractor shall be responsible for ensuring that no asbestos containing building materials are used in the construction. The Contractor shall take whatever measures it deems necessary to ensure that all employees, suppliers, fabricators, and subcontractors, comply with this requirement.

At Final Completion the Contractor shall provide a certification letter certifying that the work does not contain asbestos containing building materials.

I hereby certify that I have read, understood and agree to the terms mentioned in this document.

Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

ATTACHMENT D – ACKNOWLEDGEMENT OF FINAL COMPLETION DOCUMENTS

If awarded this project, the General Contractor shall provide the following items at the project's final completion stage. The retainage shall not be released until all of the items have been fulfilled.

1. Completion of all discrepancies (punch list items) noted at the time of Substantial Completion
2. Submission of record drawings and specifications, and other record documents as required by contract documents.
3. Completion of all Owner training
4. Submission of all contractually-required attic stock and spare parts
5. Submission of all final Operation & Maintenance documents and other closeout deliverables
6. Submission of consent of surety to release retainage and final payment application.
7. Submission and approval of all remaining change order proposals, claims, and applications for payment
8. Payment of all costs incurred for equipment, material, labor and services against the Project
9. Submission of Asbestos Free Materials certification letter and certifications for lead and PCB's.
10. No liens have been attached against the project
11. No suits are pending by reason of Work on the Project Under the Contract for Construction
12. All workers' compensation claims are covered by Workers' Compensation Insurance as required by law
13. All insurance required of the Contractor beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner.
14. All public liability claims are adequately covered by insurance and that the builder shall save, protect, defend, indemnify, and hold the Owner harmless from and against any and all claims which arise as direct or indirect result of any transaction, event occurrence, or omission related to performance of the work completed under said Contract for Construction
15. All Work and Material Warranties Provided.
16. Unconditional Final Payment Release and Waiver Document Provided.
17. All inspections by governmental authorities having jurisdiction over the project must have been finalized and any remedial work required by those authorities must also be completed.
18. Certificate of Occupancy Provided.

I hereby certify that I have acknowledged and agree to provide the items listed in this document during the final completion stage if I were to be awarded with this project.

Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(E))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT F – Ch. 22 Criminal History Records Contractor Certification: Contractor/ Subcontractor Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts (“Contractors”) and entities that contract with school district contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to PN-G ISD; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to PN-G ISD and Contractor.

Criminal history records will be obtained by either the Contractor/Subcontractor or PN-G ISD, as follows:

- (1) **Contractor/Subcontractor:** Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide “care or care placement services” and are based in Texas. All entities qualifying for access under the NCPA are required to obtain their covered employees’ criminal histories, certify compliance to PN-G ISD (and, in the case of a Subcontractor, certify compliance to Contractor and PN-G ISD), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety’s Crime Records Service at 512.424.2474.
- (2) **PN-G ISD:** All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide “care or care placement services” or are not based in Texas) are required to follow the instructions listed below, so that PN-G ISD may obtain their covered employees’ criminal histories, as applicable. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should PN-G ISD pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse PN-G ISD for such costs; in the event Contractor fails to reimburse PN-G ISD for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that PN-G ISD may deduct such costs from any payment due and owing by PN-G ISD to Contractor.**

Definitions:

Covered employees: Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. PN-G ISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 TEX. ADMIN. CODE §153.1101(2).

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 TEX. ADMIN. CODE §153.1101(7).

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee’s duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor’s employees from interacting with students or entering areas used by students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by PN-G ISD; or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22A.157, that is: if a person has been (a) convicted or placed on deferred adjudication community supervision for an offense requiring registration as a sex offender; the sale, distribution, or display of harmful material to a minor; improper relationship between educator and student; a felony offense of public indecency; a felony offense of public indecency; a felony offense involving school property; or an equivalent crime in another state; or (b) convicted of a Title 5 felony or an equivalent crime in another state.

Types of Criminal History Record Information:

- For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.
- For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of (“Contractor/Subcontractor”), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Port Neches-Groves Independent School District (“PN-G ISD”) (and, in the case of a Subcontractor, certify to Contractor and PN-G ISD) that [check one]:

None of the employees of Contractor/Subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If PN-G ISD, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide PN-G ISD with the name, date of birth, and any other requested information of such covered employees so that PN-G ISD may obtain criminal history record information on the covered employees, upon request of PN-G ISD.

Or

Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/ Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) Contractor/Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify PN-G ISD in writing within 3 business days.
- (3) Upon request, Contractor/Subcontractor will provide PN-G ISD with the name, date of birth, and any other requested information of covered employees so that PN-G ISD may obtain criminal history record information on the covered employees.

Or

Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) For all covered employees hired by Contractor/Subcontractor before January 1, 2008, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify PN-G ISD in writing within 3 business days. Upon request, Contractor/Subcontractor will provide PN-G ISD with the name, date of birth, and any other requested information of covered employees so that PN-G ISD may obtain criminal history record information on the covered employees.
- (2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, Contractor/Subcontractor has attached a separate page(s) listing the following information regarding each covered employee, so that PN-G ISD may obtain the covered employees’ criminal history record information: (a) Full name (first, middle, and last); and (b) Date of birth.
- (3) Contractor/Subcontractor shall provide the “Texas Fingerprint Service Code Form” document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee whose criminal history record information is not received by PN-G ISD at least ten (10) PN-G ISD business days prior to the start of the services to be performed by Contractor/Subcontractor at PN-G ISD is subject to exclusion from service, in PN-G ISD’s sole discretion, until his or her criminal history record information can be obtained and reviewed by PN-G ISD. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.** In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.
- (4) Contractor/Subcontractor agrees that PN-G ISD will review each covered employee’s criminal history record information, together with the employee’s qualifications, background, and experience, based on information gathered by PN-G ISD through the procurement and/or contracting processes, to determine, in PN-G ISD’s sole discretion, whether any covered employee(s) should be prohibited from serving at PN-G ISD. PN-G ISD will notify Contractor/Subcontractor of its determination.
- (5) If PN-G ISD at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at PN-G ISD, in PN-G ISD’s sole discretion, for any other reason, including, but not limited to, the employee’s qualifications, background, and experience, based on information gathered by PN-G ISD through the procurement and/or contracting processes, PN-G ISD will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

If PN-G ISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee’s criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by PN-G ISD through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at PN-G ISD.

I also certify to PN-G ISD (and, in the case of a Subcontractor, certify to Contractor and PN-G ISD) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Title

Date

***** Upon contract award, the winning proposer/Contractor will be provided PN-G ISD's service code form to have its and its subcontractors' covered employees fingerprinted.**

Exhibit A – PN-G ISD’s Required Workers’ Compensation Insurance Coverages

PN-G ISD shall use the following language for bid specifications and contracts for building or construction, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor’s/person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractor” in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor’s current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;
2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts to perform as required by items 1–6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

Exhibit B – Prevailing Wage Rates

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

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

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

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

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

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

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

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

Prevailing Wage Rates – School Construction Trades

June 2, 2025

Texas Gulf Coast Area

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

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

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.