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**** Forms that must be filled in and submitted with Proposer’s RFP Response**

ADVERTISEMENT FOR PROPOSALS

ANNA ISD REQUEST FOR SEALED PROPOSALS (RFP) No. 2026-005 – COYOTE STADIUM BLEACHER ADDITIONS FOR CONSTRUCTION MANAGEMENT AT RISK

The Board of Trustees of the Anna Independent School District ("Anna ISD") is requesting Sealed Proposals for Construction Manager at Risk services for Anna ISD Coyote Stadium Bleacher Additions described in the RFP until 2:00 PM, Wednesday, September 16, 2026 via hard copy to the Anna ISD Business Office, 151 West Rosamond Parkway, Anna, Texas, 75409.

After the deadline, Anna ISD will open and read aloud all proposals received. Each proposal will then be reviewed and evaluated to determine the best value for Anna ISD based on the published selection criteria and will then select one or more Construction Management at Risk firms who will provide the best value for the project(s). The review, evaluation and selection process will be a one step process. Final agreement is subject to approval by the Board of Trustees of Anna ISD. The Request for Proposals may be obtained by calling or emailing Anna ISD:

Anna ISD Business Office
151 West Rosamond Parkway
Anna, Texas 75409
Attn: Susan Williams, Purchasing Coordinator
susan.williams@annaisd.org

Failure to have a response in the possession of Anna ISD by the deadline shall result in the response not being considered. No e-mailed or faxed proposals will be accepted. The selection of the Construction Manager shall be in accordance with Texas Government Code Chapter 2269, Subchapter F. Anna ISD reserves the right to waive any informality and to reject any or all proposals. No proposer shall withdraw their proposal within sixty (60) days after the actual date of opening thereof.

REQUEST FOR SEALED PROPOSALS – Coyote +
Stadium Bleacher Additions- #2026-005 – FOR CONSTRUCTION MANAGEMENT AT RISK
ANNA INDEPENDENT SCHOOL DISTRICT

This project proposal package consists of Pre-Construction Services and Bidding and Construction Services for multiple capital improvement projects. These projects are further described herein.

Pursuant to the provisions of the Texas Education Code Section 44.031 and the Texas Government Code Chapter 2269, Subchapter F, it is the intention of the Anna Independent School District (which may be referred to herein as "Anna ISD", "Owner", or "District") to select one or more Construction Manager at Risk ("CMAR" or "CM at Risk") firms for the listed projects. This Request for Proposal process to select the Construction Manager at Risk firm(s) shall be a one step process and will follow the provisions set forth in the Texas Government Code Chapter 2269, Subchapter F. Responses are to include the information requested in this Questionnaire in the sequence and format prescribed,.

The Proposal shall be submitted:

via hard copy to:

Business Office, Anna ISD
151 West Rosamond Parkway
Anna, Texas 75409

No later than 2:00 PM on September 16, 2026

Proposals received after that time will be returned unopened. Envelopes should be marked on the outside with "CMAR RFP # 2026-005". Include three (3) hard copies and one (1) digital copy (delivered on a USB drive) in the envelope. It is the sole responsibility of the respondent to ensure timely delivery of the response. The District will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the respondent.

EMAILED AND/OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

After the deadline, the Owner will open and read aloud the names of the proposers and any fees and prices in the proposals received. Each Proposal will then be reviewed, evaluated, and scored to determine the Best Value for the Owner based upon the published selection criteria. A panel consisting of Anna ISD personnel, and which may also include representatives of the architectural firm(s), will review all proposals. The architect firm for each project is to be determined. The Owner will then select one or more firms with whom to enter into a Construction Management at Risk Agreement. Final agreement(s) are subject to approval by the Anna ISD Board of Trustees.

Queries about the projects and this RFP shall be directed to:

Attn: Susan Williams, Purchasing Coordinator
susan.williams@annaisd.org
Anna Independent School District
151 West Rosamond Parkway
Anna, Texas 75409

No questions will be addressed unless provided in writing. All questions must be submitted by 12 noon on September 14, 2026.

Anticipated RFP Schedule

Advertise Dates	September 4 & 11, 2026
Issue Request for Proposals	September 1, 2026
Questions Deadline	September 14, 2026
Receive and Open Proposals (Deadline)	September 16, 2026
School Board Approval of Construction Manager at Risk firm(s)	September 21, 2026

Refer to Exhibits "C", "D" and "E" for additional information regarding the Project(s), pre-construction services and construction services.

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

1. **Firm Information:**
   - 1.1 Name of Firm:
   - 1.2 Address of Office Performing the Work for these projects:
   - 1.3 Primary Individual to Contact:
   - 1.4 Telephone and Email Address:
   - 1.5 Form of Business Organization:
   - 1.6 Year Founded:
2. **Organization:**
   - 2.1 How many years has your organization been in business in construction in its current capacity? Years as a CM at Risk?
   - 2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
   - 2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, Treasurer's name.
   - 2.4 If your organization is a partnership answer the following: Date of organization, type of partnership (if applicable), name of general partner(s).
   - 2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.
   - 2.6 If your organization is other than those listed above, describe it and name of principals.
   - 2.7 Office serving this project: Years located in that city.
3. **Licensing:**
   - 3.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or licensing numbers, if applicable.
   - 3.2 List jurisdictions in which your organization's partnership or trade name is filed.
4. **Experience:**
   - 4.1 List the categories of work that your organization normally performs with its own forces. Would you propose to do any of the work with your own forces, or to request bids for all subcontracting work?
   - 4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
   - 4.3 Claims and suits in the last ten (10) years. (If the answer to any of the questions below is yes, please attach description, explanation and resolution).
     1. Has your organization ever failed to complete any work awarded to it?
     2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3. Has your organization filed any lawsuits or requested arbitration with respect to construction contracts within the last ten (10) years?

4.4 Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach description, explanation and resolution).

4.5 **Current projects:** List the major construction projects your organization has in progress, giving the name and location of project, owner, architect, contract amount, building area, percent complete, scheduled completion date, and construction delivery method. **State the total amount of work currently under contract.**

4.6 **Projects over the last five (5) years:** List the major projects (particularly education facilities) constructed/completed by your organization over the last five (5) years. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, completion date, construction time, owner, architect, and the manner in which your organization was selected (construction delivery method). **State the average annual amount of construction work performed for each of the last five years.**

4.7 Provide evidence the proposing firm has minimum of ten (10) years' experience in successfully completing Pre-K through 12 school facilities and meeting spaces in Texas.

5. Financial Information:

5.1 Attach a financial statement (for the last two years 2024 and 2025, or 2023 and 2024 if 2025 is not available) preferably audited, including your organization's latest balance sheet and income statement showing the following items. CM at Risk response may be considered non-responsive if financial statements are not submitted. **Proposer may submit one sealed/confidential financial statement information to the address listed above in a separate envelope marked as confidential, no later than the deadline listed above.**

1. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
2. Net Fixed Assets;
3. Other Assets;
4. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
5. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

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

5.3 Is the attached financial statement for the identical organization named on item one? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

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

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

5.6 Surety: Name of bonding company, name and address of agent. Provide a letter from the bonding company indicating that Performance and Payment Bonds for 100% of the construction costs will be provided upon submission of the Guaranteed Maximum Price (GMP). Submit letter from bonding company on Bonding Company letterhead stating the maximum single project bondable amount.

5.7 Required insurance - including worker's compensation - must be maintained by the successful CM at Risk throughout the project. Please describe your organization's insurance coverage. The successful proposer shall be required to carry at least the minimum amounts and types of insurance listed in Article 11 of the A201 Agreement, as modified by Anna ISD. Provide the proposer's typical insurance levels on construction projects. Provide a sample certificate of the company's worker's compensation policy.

Provide statement that the above noted insurance is maintained or attainable by the proposing CMAR.

6. Experience with/Concepts for working as a Construction Manager at Risk:

6.1 Describe your organization's concepts for working in a team relationship with the Owner and Architect during the pre-construction and construction of major projects. Describe your organization's methods for estimating cost and for scheduling during the design/documents phases. **One (1) preliminary schematic estimate and two (2) detailed estimates may be required during the design phase of the project.** It is anticipated that the GMP will be furnished at the 100% construction document phase. Note which (one or more) of your projects listed above best exemplify your firm's typical concepts and experience.

6.2 Cost Estimates: Attach a sample conceptual cost estimate showing two (2) estimates prepared during the design phase of an educational project and a sample of the final GMP cost estimate/breakdown used to fix the Guaranteed Maximum Price for the construction of the same project. (Please conceal the identity of the project)

6.3 Fees: It is anticipated that the Owner will enter into a percentage-based contract with the Construction Manager at Risk. The following prices and fees will be required with this written proposal:

1. **Pre-Construction Services Fee - Lump Sum Proposal**

   Refer to the A133-2019 as amended by Anna ISD as well as **Exhibit "D"**. All costs for pre-construction phase services including, but not limited to, cost estimating, scheduling, building systems and material cost analysis are included in the Construction Manager's Fee described in 6.3.2 below. However, if the construction phase services do not commence for any reason, payment to the Construction Manager for pre-construction services shall be the necessary and reasonable costs of such services, not to exceed the lump sum amount listed in **Exhibit "H"**, **the attached CM at Risk Tabulation Form**.

   Note: To avoid misunderstanding, the Pre-Construction Services Fee Proposal will ONLY be relevant if, for any reason, the District does not proceed with the Construction Manager's Construction Phase services, in all other cases the Construction Manager's Fee proposed in **Exhibit "H"** will be deemed to include all compensation for Pre-construction Phase Services.

2. **Construction Manager Fee - Percentage of Cost of the Work**

   Refer to the A133-2019 as amended by Anna ISD as well as **Exhibit "E"**. For home office overhead, profit and all pre-construction services, list your proposed Construction Manager's Fee as a percentage of the Cost of the Work as defined in Article 7 of the AIA Document A133-2019 as amended by Anna ISD in **Exhibit "H"**, **the attached CM at Risk Tabulation Form**.

   The Construction Manager's Fee will **not** be calculated as a percentage of the Contract Sum, the Guaranteed Maximum Price or the Construction Budget. No Construction Manager's Fee shall be paid on the Construction Contingency until funds are allocated from the contingency to the Cost of the Work

3. **General Conditions Costs**

   The amount permitted to be charged for Project for General Conditions will be computed each month based on the amount of the Cost of the Work requested in a

given payment application multiplied by a specified percentage as provided in this Proposal, **Exhibit "G", General Conditions Costs Tabulation Form**.

In the space provided in **Exhibit "G"** provide proposed General Conditions Costs for the Project(s), expressed as a percentage of the overall Cost of the Work. The General Conditions costs which shall be included in arriving at this percentage(s) include the costs defined in § 6.1.7 and all subparts of the AIA Document A133-2019, as amended by the Owner. In order to be able to accurately compare the General Conditions proposals, the General Conditions percentage proposed will be PRESUMED to be based upon these definitions. The Respondent shall not change the items included in the General Conditions, or substitute its own definition of items to be included in the General Conditions. If a Respondent proposes General Conditions costs based upon any other definition, the Owner may disqualify the Respondent's proposal as non-responsive. The General Conditions will also be utilized in arriving at the Guaranteed Maximum Price and no items listed in the General Conditions, will be permitted to be included as part of the Cost of the Work, nor will items reasonably inferred to be General Conditions costs of maintaining the Project Site be included under a "General Requirements" or similar division as Cost of the Work.

6.4 Savings: Describe your organization's concept for the disposition of savings realized during construction. Is the full amount returned to the Owner?

6.5 Contingencies: Describe your organization's concept for cost contingencies during design and construction. List what is the typical or maximum contingency used in each design phase estimate and during construction. What is your organization's concept for cost contingency funds after the completion of the project? Will all unused contingencies be returned 100% to the Owner?

6.6 Cost Information: Your organization will be required to make all cost information during design and construction available to the Owner and Architect. Describe how this information would be furnished and how the Owner and Architect would be assured that it is complete and accurate. The successful proposer must provide supplementary documentation to further describe the basis of the GMP and any assumptions, qualifications, exclusions, and contingencies which directly or indirectly form the basis for the GMP. This breakdown shall be in the CSI format or similar Schedule of Values format.

6.7 Audit/Accounting: During the project's construction, at the request of the Owner, the CM at Risk shall provide detailed job cost information for the project. At completion of the project(s) and prior to the final closeout of the project(s), the CM at Risk shall provide detailed job cost information for all job costs and ledger entries. This documentation shall be reviewed and reconciled by the Owner. **Please state in your proposal that you will comply with this requirement.**

6.8 Please comment on your firm's ability to manage and complete the project within the proposed schedule/timeline.

7. Evaluation Criteria

The weighted criteria to be used to evaluate the proposals for Construction Management at Risk Services and to determine the best value for the Owner is noted in **Exhibit "B"**.

8. Personnel:

Based on the scope and schedule of the project(s), identify the specific Project Manager(s), Assistant Project Manager(s) (as the CMAR deems necessary), Estimator(s), Superintendent(s), and Assistant Superintendent(s) (as the CMAR deems necessary) who will be assigned to the project(s).

Provide resumes and references for each individual. Also, for each individual provide a history of project experience for at least the last five (5) years to include a name of projects, project

responsibility/role, size (SF), cost, construction time, owner, and architect for each referenced project.

Please designate which personnel will be full time and part time throughout the project(s).

9. Owner/Construction Manager Agreement:

The District will base the Owner/Construction Manager Agreement on the AIA Document A133 – 2019, as modified by Anna ISD, and the AIA Document A201 – 2017, as modified by Anna ISD. These contracts are available from Anna ISD. **Please note acceptance of these documents and any exceptions/deviations your firm has with these contract documents by section number.**

10. References:

For at least six (6) of the projects listed above in each section 4.5 and 4.6, identify a representative of the owner **and** a representative of the architect who we may contact as references. The references should be for educational projects of comparable scope/size and nature. Provide a list of Owner and Architect references for projects completed in the last 5-7 years.

11. Felony Conviction Notice

Statutory citation covering notification of felony convictions is found in the Texas Education Code Section 44.034. Please complete and submit as a part of your proposal the attached **Exhibit "L"** form.

12. Safety Record

Submit information on your firm's OSHA (Occupational Safety and Health Administration) inspection logs for the last three (3) years, a loss analysis from the your firm's insurance carrier, and a loss history covering all lines of insurance coverage carried by your firm.

13. Additional Requirements

13.1 The CM at Risk shall prepare and advertise the bid packages for the trade contractor or subcontractor scope of work. The CM at Risk in conjunction with the Owner and Architect shall receive, open, review, compile and evaluate the bids.

13.2 The CM at Risk shall endeavor to keep the same project superintendent on the project throughout the entire project and must keep the superintendent at the site for two (2) months after substantial completion to coordinate warranty issues and responsible subcontractors.

13.3 The CM at Risk shall work with the Owner to save costs during construction. All costs savings shall be returned to the Owner's contingency.

13.4 The CM at Risk agrees that the Owner may postpone the project due to funding, budgetary or other reasons unknown at this time. The Owner may be obligated to pay the CM at Risk for the Pre-Construction Services rendered to date if the Construction Phase does not commence, but is not obligated to proceed with the Construction of the Project.

13.5 The CM at Risk agrees to organize and provide documentation that all of their employees and all subcontractor employees that will be working on the project site have passed the state required criminal history background checks. The contractor and its subcontractors shall be responsible for the costs incurred for the Owner obtaining the required background checks. See Section 3.4.5 of the A201 for additional information.

13.6 The successful candidate or candidates must demonstrate the following:

- Minimum of ten (10) years' experience in successfully building schools in Texas and have thorough experience dealing with the state, federal and local laws governing Texas public school construction.
- The ability to work effectively as a team, communicate clearly and concisely and resolve conflicts/issues within the team format.

- The ability to complete projects on accelerated schedules without sacrificing quality. Also, the ability to accelerate projects and make up time if the project schedule falls behind.
- The ability to cooperate with design professionals in exploring alternative construction systems and techniques during Design Phase without disregarding aesthetics.
- The ability to maximize construction value for owners of public buildings.
- Financial strength, responsibility and professional integrity.

By submitting a proposal, the respondent acknowledges agreement with the above stated additional requirements in Article 13.

14. Acknowledgement of Addendum

The CM at Risk proposer shall acknowledge any addendum received on **Exhibit "H"**. All addenda will be posted on the District's website. No addenda will be faxed or mailed. The District reserves the right to postpone the deadline through an addendum.

15. No modifications to proposals

Once the CMAR proposals have been received and opened by the Owner, no modifications shall be made. The CMAR proposals shall not be withdrawn for a period of sixty (60) days from date of opening.

16. No Contact with Anna ISD

In the interest of efficiency and continuity, one contact shall be designated from each CMAR firm to coordinate and make any direct communications with the Owner and the Architect(s). During the RFP and evaluation process no contact should be made with Anna ISD Administration, or the Anna ISD Board of Trustees. All contact should be with the Anna ISD Contact as noted in this RFP. Any contact with Anna ISD personnel or Board members, other than the Contact stated above during the RFP/evaluation process, may result in immediate disqualification of the offending firm.

17. Conflict of Interest Questionnaire

To the extent there is any information to disclose on the Conflict of Interest Questionnaire, complete and enclose the attached Conflict of Interest Questionnaire (**Exhibit "F"**). If the form is not completed and enclosed, it will be presumed that there is nothing to disclose.

18. Best Value

The proposers acknowledge and agree by submitting their proposal that the Owner has the right to evaluate the proposals and award the project to the CMAR proposer(s) based on the Best Value for the Owner.

19. Waiver of claims

BY SUBMITTING A RESPONSE TO THIS RFP, THE PROPOSER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL AND THE PROCESS USED BY THE OWNER FOR EVALUATING AND SELECTING THE BEST VALUE CONSTRUCTION MANAGER AT RISK FOR THE OWNER. FURTHER, BY SUBMITTING A RESPONSE, THE PROPOSER FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST THE OWNER AND ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, RECOMMENDATION OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP.

EXHIBIT "A"

PROPOSAL ACKNOWLEDGMENT FORM

Submitted by:

_____

_____

Date:_____ Phone No.:_____

To: **ANNA INDEPENDENT SCHOOL DISTRICT**

In submitting this proposal, the undersigned acknowledges and agrees to the following:

1. Receipt of the Request for Proposals and attached Exhibits.
2. To hold open this proposal for a period of sixty (60) days following its submission.
3. To accept the right of the Owner to reject any and all proposals, to waive formalities and to accept the proposal(s) the Owner considers to provide the best value.
4. To enter into a contract with the Anna Independent School District for Construction Management services as specified in the Request for Proposals and the response to the Request for Proposals.
5. By signing, the undersigned affirms that, to the best of his/her knowledge, the proposal has been developed independently and is submitted without collusion with any other respondent or with anyone that would serve to limit competition in the award of this contract.
6. By submitting a response to this Request for Proposals, the proposer agrees to all of the terms and conditions stated in this Request for Proposals.

By:_____
Authorized Signature

_____
Title

_____
Name of Contracting Firm

_____
Address

_____
Telephone

_____
Date

End of EXHIBIT "A"

PROPOSAL ACKNOWLEDGMENT FORM

EXHIBIT "B"

CRITERIA FOR SELECTION

In accordance with the Texas Education Code Section 44.031 and the Texas Government Code Section 2269.055, Anna Independent School District may consider the following in determining to whom to award the contract(s) for Construction Manager at Risk services for the construction of the project(s) described in this proposal package:

1) the purchase price;
2) the reputation of the vendor and of the vendor's goods or services;
3) the quality of the vendor's goods or services;
4) the extent to which the goods or services meet the Owner's needs;
5) the vendor's past relationship with the Owner;
6) the impact on the ability of the Owner to comply with laws and rules relating to historically underutilized businesses;
7) the total long-term cost to the Owner to acquire the vendor's goods or services;
8) any other relevant factor specifically listed in the request for proposals.
    a. the relevant experience of the contractor
    b. past performance of the contractor
    c. contractor's safety record
    d. contractor's proposed personnel
    e. whether the contractor's financial capability is appropriate to the size and scope of the project(s)
    f. methodology for the project
    g. acceptance of proposed contract terms

Extrapolated from this list, the following criteria will be considered in selecting the CMAR firm(s).

A. REPUTATION/EXPERIENCE (250 Points Max)
the reputation of the vendor and of the vendor's goods or services;
the quality of the vendor's goods or services;
the vendor's past relationship with the District;

A1. How substantial is the firm's recent experience as CMAR in the construction of educational projects of comparable size and complexity? **(100 points)**
A2. Is the firm knowledgeable about, experienced in the North Texas education construction market? Office located in North Texas? **(50 points)**
A3. Do the personnel proposed for the project appear to have the appropriate experience and capabilities? **(50 points)**
A4. Has the firm worked for the Owner in the past? Past performance? **(50 points)**

B. OWNER'S NEEDS (250 Points Max)
the extent to which the goods or services meet the Owner's needs;

B1. Does the CMAR appear to have the capability and staff to meet the Owner's schedule objectives, needs and goals? **(150 Points)**
B2. Does the description provided by the firm of its pre-construction services evidence both understanding and capabilities of the process in general and as it applies to this project? **(50 points)**
B3. Does the construction manager have adequate bonding capacity? **(50 points)**

C. COST ISSUES (200 Points Max)
the purchase price;
the total long-term cost to the Owner to acquire the vendor's goods or services;

C1. What is the Lump Sum Cost of the pre-construction services? **(50 Points)**
C2. What is the percentage Construction Manager fee cost for the construction services? **(50 Points)**
C3. What is the percentage General Conditions costs? **(50 Points**)
C4. Does the firm appear to be able to provide detailed cost estimates that can be useful to the Owner and Architect and comparable with actual bids? **(50 Points)**
C5. If savings are realized during construction, are all the savings returned to the Owner at the end of the project?

D. ORGANIZATION, LICENSING, FINANCIAL INFORMATION, PERSONNEL, REFERENCES, SAMPLE CONTRACT (300 Points Max)
any other relevant factor specifically listed in the request for proposals.

D1. Did the references listed (both owners and architects) have a favorable experience with the firm? **(50 Points)**
D2. What is firm's litigation record? **(50 Points)**
D3. Track record of completing projects on time and within budget? **(50 Points)**
D4. Are the proposed contract AIA Document A133 – 2019, and A201-2017 acceptable? **(50 Points)**
D5. What is firm's safety record? **(50 Points)**
D6. Does the construction manager have adequate financial stability? **(50 points)**

End of EXHIBIT "B"

CRITERIA FOR SELECTION

EXHIBIT "C"

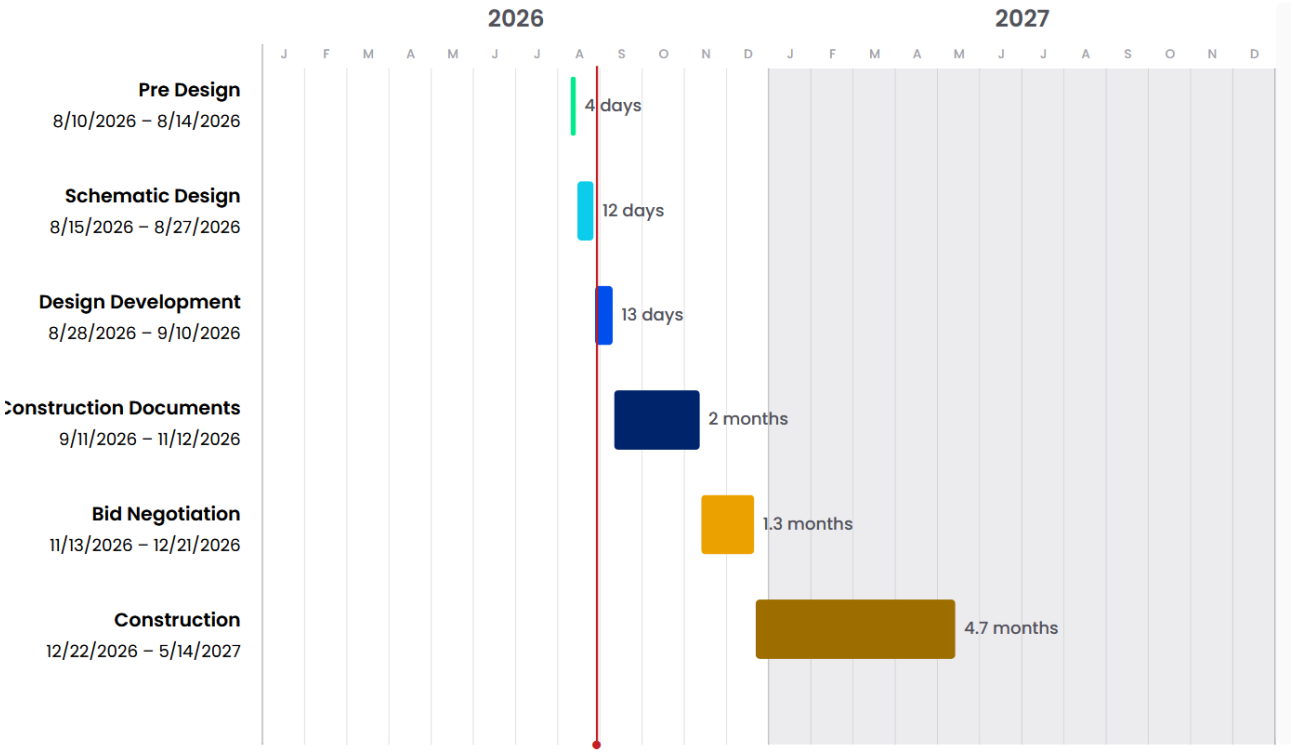
PROJECT INFORMATION

Project Summary

Anna ISD Coyote Stadium Bleacher Additions

- The proposed project consists of Bleacher additions and renovation to Anna ISD's Coyote Stadium located at 1201 N Powell Pkwy, Anna, TX 75409.
- The program includes 1,500 seat bleacher expansion that includes extended existing seating as well as an upper level of seating with an access concourse.
- The general composition, configuration, and location of the site development are indicated in the graphic information that follows.
- General Scope of the project is as follows:
    - **Civil & Landscape**
        - Grading, sod, and irrigation around areas disturbed by construction of new bleachers.
        - Fencing adjustments.
    - **Structural**
        - New elevated bleachers.
            - Foundation elements
            - Structural steel support for bleachers
            - Structural steel supports for elevated concourse
    - **Grandstands**
        - Extending existing bleachers
        - New bleachers on elevated structural supports
        - New stairs and access concourse tied into the top of the existing bleachers
    - **Electrical**
        - Existing Lighting and Power
            - Minor modifications to existing lighting
            - Minor modifications to power
        - New Lighting and Power
            - New Lighting associated with additional bleachers and access paths
        - Sports Lighting
            - Modifications and additions to sports lighting to illuminate the complex appropriately
- City of Anna current codes:
    - 2021 IBC, 2015 IFC, 2021 IMC, 2021 IPC , 2021 IECC, 2020 NEC

Proposed Site Plan



End of EXHIBIT "C"
PROJECT INFORMATION

EXHIBIT "D"
PRE-CONSTRUCTION SERVICES
See also the A133-2019 and A201-2017, modified by Anna ISD

1. Establish project **GOALS AND PRIORITIES**
2. Review overall **PROJECT BUDGET**
   a. Prepare an **OPERATING SYSTEM:** Establish procedures for decision making, review, etc.
   b. Outline responsibilities of the Owner, the Architect, Construction Manager, contractors and third parties.
3. Develop an **OVERALL MANAGEMENT PLAN AND CPM MANAGEMENT** of critical design and construction dates to accomplish the stated objective.

DESIGN COST PLANNING

1. Prepare computerized conceptual estimating system.
2. Develop, implement, and monitor cost model for budget analysis.
3. Provide design change order control system for elected modifications.

SCHEMATIC DESIGN

1. Prepare conceptual preliminary estimate.
2. Hold technical review sessions with Owner and Architect.
3. Monitor evolving design and make suggestions with regard to equipment, material, and systems selections.
4. Analyze the potential for use of systems components.
5. Consult with the Owner and Architect on means and methods of construction.
6. Review schematic design documents.
7. Submit to the Owner and the Architect special inputs relative to time and cost control.
8. Identify certain areas of phased construction.
9. Prepare "trade-off" studies relative to value engineering.
10. Revise a critical data schedule.
11. Prepare a professional construction CPM network for the issuance of bid packages.

DESIGN DEVELOPMENT

1. Prepare a detailed estimate based on available design drawings in a CSI or subcontractor bid format.
2. Review the design development documents with the Owner and the Architect.
3. Revise and update the critical data schedule.
4. Prepare a market analysis regarding local suppliers and material.
5. Develop and arrange pre-bid packages.
6. Prepare a site use study to be used for allocation of space for storage.
7. Parking and temporary facilities.
8. Cash flow analysis for both the design and construction phases.

CONSTRUCTION DOCUMENTS

1. Review the Construction Documents with the Owner and Architect.
2. Hold technical review sessions with the Owner and Architect.
3. Prepare a site use study to be used for allocation of space for storage.
4. Locate parking and temporary facilities.
5. Prepare an estimate in the CSI format at the 75% working drawings stage consistent with bid packages.
6. Consult with the Owner and Architect on means and methods of construction.
7. Identify certain areas of Phased Construction.
8. At the requests of the Owner / Architect, prepare “trade-off” studies relative to value engineering.
9. Prepare a market analysis regarding local suppliers and material.
10. Review the drawings and specifications relative to bid packages.
11. Develop bid packages for all subcontractor’s bid scopes.
12. Schedule and conduct pre-bid conferences.
13. Review, analyze, evaluate and rank subcontractor bids.
14. Develop a detailed CPM network schedule.
15. Provide a Guaranteed Maximum Price for the project.

Prepare SUBCONTRACTOR BID PACKAGES, (Required prior to printing of Contract Bid Documents and Project Specifications/Manual)

1. Project Manual, outlining the requirements of the construction.
2. Schedule (by bid package interface).
3. Detailed scope of work.
4. Detailed document listing.
5. Bid forms for each bid package.
6. Form of contract and purchase order forms.
7. Insurance requirements.
8. Bonding requirements.
9. Prequalification of bidders.
10. Other special requirements

End of EXHIBIT “D”
PRE-CONSTRUCTION SERVICES

EXHIBIT "E"
BIDDING AND CONSTRUCTION PHASE SERVICES
See also the A133-2019 and A201-2017, modified by Anna ISD

Manage the **GMP DOCUMENTATION,** including:

1. Detailed quantity surveys, pricing.
2. Procurement strategy and implementation.

Establish the BUDGET BY BID PACKAGES

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

SITE UTILIZATION STUDY

1. Coordinate mobilization and plan logistical requirements.
2. Project office and material staging locations.
3. Ingress, egress.
4. Security requirements of Owner.

CONDUCT PRE-BID MEETINGS for each bid package, addressing:

1. Project requirements.
2. Document review for specific questions.
3. Sequence/schedule review.
4. Site restrictions.
5. Other questions raised during discussions.

RECEIVE BID PACKAGES

1. Advertise or solicit for bids.
2. Conduct bid package openings.
3. Prepare tabulations for each bid package.
4. Review bid packages for compliance with contract documents.
5. Review bidders' qualifications, past experience and liquidity.
6. Evaluate the best value bidder for each bid package.

CONDUCT PROPER AWARD OF CONTRACTS / PURCHASE ORDERS:

1. Conduct pre-award meetings.
2. Review schedule of values.
3. Review subcontractors' general conditions.
4. Review scope of work. Identify shop drawing requirements.
5. Perform document review and specifications review.
6. Review contractors' personnel:
   a) Project Manager
   b) Superintendent
   c) Foremen
7. Implement Partnering Program if Owner elects to do so.
8. Establish quality requirements and standards.
9. Review sequence and Schedule. Identify accounting requirements.
10. Review insurance requirements. Review safety and security requirements.

11. Recommend award of contracts.

PREPARE AND ISSUE AS CONSTRUCTION MANAGER AT RISK

1. Contracts
2. Purchase orders.
3. Rental agreements.
4. Budget adjustments for all transactions.
5. Computerized accounting for tracking and projections.

PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS

1. Establish site organization, including work and storage areas.
2. Establish job site management organization and job site procedures.
3. Maintain daily log for job site record.
4. Provide general conditions work to meet project requirements.
5. Prepare and issue change orders and contracts.
6. Prepare subcontractor change orders and contracts.
7. Monitor construction cost and projections.
8. Prepare and maintain cash flow projection for Owner.
9. Monitor and maintain quality control.
10. Shop drawing control thru Submittal Exchange System
11. Equipment and material control.
12. Provide and monitor overall progress and short interval scheduling.
13. Prepare billings and progress payments.
14. Conduct subcontractor coordination meetings.
15. Provide coordination between subcontractors.
16. Prepare and receive requests for information.
17. Prepare agendas and conduct weekly safety and progress meeting.
18. Prepare and distribute weekly safety and progress meeting minutes.
19. Establish subcontractor progress payment procedure for processing and payment.
20. Monitor subcontractor pay applications.
21. Conduct project construction bi-weekly meetings with Owner and Architect.

MONTHLY REPORT

1. Summarize project financial status.
2. Review and summarize past month's construction performance.
3. Project the coming month's construction activities.
4. Present status report on change orders - delays and time extensions.
5. Identify problems that threaten construction quality, cost and schedule.

Provide **CHANGE ORDER CONTROL:**

1. Implement system for change orders.
2. Allocate change order responsibilities.
3. Review change order requests from subcontractors.
4. Negotiate change orders with subcontractors.
5. Submit recommendations to Owner.

Establish a **QUALITY MANAGEMENT PROGRAM:**

1. All members of the team participate in the quality control effort.
2. Project Scope Review:
   a) Intended purpose.
   b) Are the project needs met?
   c) Existing conditions reviewed.
   d) Future needs.
3. Incorporate of Restrictive Conditions in documentation to include:
   a) Social environment, influence of neighbors, environmental impact.
   b) Natural conditions, grounds and peripherals.
   c) Research on legal requirements. Research on existing structures, facilities.
4. Review of Construction Documents for:
   a) Complete construction documents in the order they are to be purchased and constructed.
   b) Complete documents for pre-purchased equipment.
   c) Design compatibility with future operation and maintenance.
   d) Constructability
   e) Recommend selection, monitor and assist outside testing and inspection agencies:
   f) Underground piping
   g) Soils
   h) Concrete
   i) Rebar
   j) Miscellaneous steel
   k) Structural steel
   l) Mechanical systems
   m) Electrical
   n) Life safety systems
   o) Energy management systems
   p) Others as required
   q) Work with area superintendents of subcontractors:
   r) Prepare operations to minimize quality control problems.
   s) Require formalized quality management program from subcontractors:
   t) Ensure conformance to project's quality standards previously established.
   u) Follow-up to assure correction of deficiencies on test reports.

ACCOUNTING Functions:

1. Insurance requirements
2. Schedule of values review
3. Labor cost reports
4. Material cost reports
5. Unit cost reports
6. Monthly detail cost sheet
7. Monthly job costs
8. Accounts payable
9. Monthly project billing
10. Final Closeout – Job Cost Reconciliation with Owner

JOB SAFETY Objectives:

1. Conduct weekly safety meeting:
   a) Implement project safety requirements.
   b) Review subcontractor safety programs.
2. Subcontractor responsible for costs and damages.
   a) Submission of accident and injury reports.
   b) Subcontractor safety programs
   c) Require subcontractor safety representative.
   d) Require forty-eight hour reports.
   e) Require weekly tool box safety meeting.
3. Maintain safety meeting minutes:
   a) Inform subcontractors of procedures
4. Enforce alcohol and drug programs by subcontractors.
5. Implement and maintain clean-up.

JOB SITE SECURITY Functions:

1. Monitor and control employee vendor and public access to the job site
2. Monitor and control material and equipment deliveries to the job site
3. Monitor and control material and equipment being removed from job site
   a) Material release form.
   b) Monitor and control site traffic.
   c) Monitor and perform periodic checks for alcohol and drugs.
   d) Monitor and control tools.
   e) Monitor material storage.
   f) Monitor trailers and all equipment within.
   g) Maintain proficiency first-aid and CPR programs.
4. Provide and maintain construction fence, access and nightly security as required.
   a) Nightly security to include both camera monitoring and on-site security guard.
5. **Provide documentation to Owner that all workers from the CM at Risk and Subcontractors have complied with the background checks required by Texas Education Code Section 22.0834. All costs for the background checks shall be borne by the respective companies.**

HUMAN RESOURCES

1. Construction Manager shall provide assistance and policies on applicable Equal Employment Opportunity, sexual harassment or discrimination, drug abuse program, labor relations, employment transfers or reassignments and assuring proper personnel for project requirements.

PROJECT POST CONSTRUCTION Services:

1. Provide operating and maintenance manuals.
2. Secure and assemble warranties or guarantees.
3. Provide check-out of equipment.
4. Instruct operating personnel in equipment operating and maintenance procedures.
5. Assist in actual start-up of equipment.
6. Implement close-out procedures and ensure requirements are met:
   a) Subcontractors' and vendors' final payment
   b) Resolution of claims final change orders
   c) Lien releases
   d) Final lien waivers
   e) Consent of sureties
7. Assist Owner in enforcement of warranties or guaranties.
8. Digital As-Built Drawing files (.dwg and .pdf files) of Division 27 and 28 technology/fire alarm drawings.
9. Digital PDF files of all A/E contract construction drawings.
10. Warranty manuals and O&M manuals shall be in digital format.
11. Conduct walk-through with Owner and Contractor after year.

End of EXHIBIT "E"
BIDDING AND CONSTRUCTION PHASE SERVICES

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____ _____
Name of signatory Signature Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

EXHIBIT "G"

GENERAL CONDITIONS TABULATION FORM

The amount permitted to be charged for Project for General Conditions will be computed each month based on the amount of the Cost of the Work requested in a given payment application multiplied by a specified percentage as provided in this Proposal.

Provide your proposed General Conditions Costs for the Project, expressed as a percentage of the overall Cost of the Work. The General Conditions costs which shall be included in arriving at this percentage include the costs defined **§ 6.1.7 and all subparts** of the AIA Document A133-2019, as amended by the Owner, a copy of which has been provided with the RFQ in Step 1.

NOTE: In order to be able to accurately compare the General Conditions proposals, the General Conditions percentage proposed will be PRESUMED to be based upon the General Conditions defined in **§ 6.1.7** of the AIA Document A133-2019, as amended by the Owner, a copy of which is has been provided with the RFQ ("Defined General Conditions"). The Respondent **shall not** change the items included in the Defined General Conditions, or substitute its own definition of items to be included in the General Conditions. If a Respondent proposes General Conditions costs based upon any other definition, the Owner may disqualify the Respondent's proposal as non-responsive. The Defined General Conditions will also be utilized in arriving at the Guaranteed Maximum Price and no items listed in the Defined General Conditions, will be permitted to be included as part of the Cost of the Work, nor will items reasonably inferred to be General Conditions costs of maintaining the Project Site be included under a "General Requirements" or similar division as Cost of the Work.

Respondent proposes the following percentages to be multiplied by the actual Cost of the Work to arrive at the General Conditions costs for the Project.

STADIUM BLEACHER ADDITION PROJECT: _____Percent (___%)

End of EXHIBIT "G" GENERAL CONDITIONS TABULATION FORM

EXHIBIT "H"

PROPOSAL FEES TABULATION FORM

Having examined this RFP, the following is a breakdown of proposed fees and costs.

CONSTRUCTION MANAGER'S FEE

For home office overhead, profit and all preconstruction services, list your proposed Construction Manager's Fee as a percentage of the Cost of the Work as defined in Article 7 of the AIA Document A133-2019 as amended by Anna ISD.

For purposes of clarity, the Construction Manager's Fee will **not** be calculated as a percentage of the Contract Sum, the Guaranteed Maximum Price, or the Construction Budget. No Construction Manager's Fee shall be paid on the Construction Contingency until funds are allocated from the contingency to the Cost of the Work.

Respondent proposes the following percentages to be multiplied by the Cost of the Work to arrive at the Construction Manager's Fee.

STADIUM BLEACHER ADDITION PROJECT: _____Percent (_____%)

NOT TO EXCEED COST FOR PRE-CONSTRUCTION SERVICES IF CONSTRUCTION PHASE DOES NOT COMMENCE

All costs for pre-construction phase services including, but not limited to, cost estimating, scheduling, building systems and material cost analysis are included in the Construction Manager's Fee proposal listed above. However, **if the construction phase does not commence for any reason,** payment to the Construction Manager for preconstruction services shall be the necessary and reasonable costs of such services, not to exceed the lump sum listed below:

Note: To avoid misunderstanding this Pre-Construction Services Fee Proposal will **ONLY** be relevant if, for any reason, the Project or Projects do not proceed to the Construction Phase, **in all other cases the Construction Manager's Fee proposed above will be deemed to include all compensation for Preconstruction Phase Services.**

Respondent proposes the following not to exceed amounts to be paid to the Construction Manager if the Construction Phase of the Project does not commence for any reason:

STADIUM BLEACHER ADDITION PROJECT please list a total not to exceed amount below that would include preconstruction fees for this project**: $**_____

******If any of the amounts above is "zero", enter "0"; do not enter "no bid"*******

CONTINGENCIES

- If savings are realized during construction, what percentage of those savings is returned to the District? Scale between 100% - 0%:

_____**Percent (___%)**

Acknowledgement of Addendum

Receipt of Addendum _____, _____, and _____.

REPRESENTATIONS

By execution and submission of this Proposal, the Respondent hereby agrees, represents and warrants to Owner as follows:

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

2. Respondent accepts Owner's right to reject any or all Proposals, to waive formalities and to accept the Proposal or Proposals which Owner considers most advantageous.

3. By signing this Proposal Form, the undersigned on behalf of the Respondent affirms that, to the best of his or her knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Respondents in the award of this Proposal.

4. Respondent has read and understands the Proposal Documents and the proposed contract documents, and this Proposal is made in accordance with the Proposal Documents.

5. Respondent has carefully inspected the Project site(s), and that from the Respondent's own investigation, the Respondent has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Respondent has correlated the Respondent's site observations with the requirements of the Contract Documents. The Respondent understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.

6. All information submitted by the Respondent to the Owner in response to this Request for Proposals is true and correct. The District, or any authorized representative of the District, is authorized by the undersigned to contact any firm, institution, or person to obtain information about our firm's services, financial condition, and any other information which the District might determine as being desirable.

7. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RESPONDENT WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE OWNER, THE ARCHITECT, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, SHAREHOLDERS, DIRECTORS, PARTNERS, AGENTS, CONTRACTORS, CONSULTANTS AND EMPLOYEES ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY OFFERS; WAIVER OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; ACCEPTANCE OR REJECTION OF ANY PROPOSALS; AND THE AWARD OF A CONTRACT.**

8. The Project will be undertaken in accordance with the applicable provisions of Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

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

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

11. Respondent represents and warrants that:

a. Respondent is a reputable company regularly engaged in providing Construction Manager at Risk services necessary to meet the terms, conditions and requirements of the RFP.

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

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

d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the construction agreement under which Respondent will be required to operate.

e. Respondent, if selected by the Owner, will maintain insurance as required by the A133/A201 agreement.

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

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

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

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

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

14. Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

15. Respondent certifies its understanding that, should Respondent be selected for the Project: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Offeror or vendor agrees that the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Specifically: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this procurement and resulting contract and the Offeror agrees that any resulting contract can be terminated if the Offeror knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the Project is One Million Dollars ($1,000,000.00) or more, the Offeror agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Anna ISD for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Anna ISD; and (3) on completion of the contract, either: (a) provide at no cost to the Anna ISD all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Anna ISD.

16. Respondent represents and warrants to Anna ISD that Respondent is not an abortion provider or an affiliate of an abortion provider. (Texas Government Code §2273.003).

17. Respondent verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Offeror has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any contract with Anna ISD. In compliance with Chapter 2252 of the Texas Government Code, Offeror certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Offeror also certifies that for the length of any resulting contract with Anna ISD, Offeror will not engage in any business with Iran, Sudan, or any foreign terrorist organization.

I, or we the duly authorized undersigned, having carefully read the Construction Manager at-Risk Request for Proposals do hereby agree to enter into a contract with Anna ISD, by tendering this proposal to perform the work required and/or provide the products(s) specified in this solicitation, if awarded a contract by the anna ISD Board of Trustees. The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Proposer or with any competitor. I, or we, are authorized to submit this proposal and have not been a party to any collusion among proposer(s) in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any Anna ISD employee, Board Member, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussions(s) with Anna ISD's representative named herein, or in any discussions or actions between Proposer/Proposers and any Anna ISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract. I, or we, also certify to the accuracy of the certifications required which accompany this proposal.

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

End of EXHIBIT "H"

PROPOSAL FEES TABULATION FORM

EXHIBIT "I"

CRIMINAL HISTORY BACKGROUND CHECK CERTIFICATION

Contractor shall assume all expenses associated with obtaining criminal history record information, providing the certification(s), and performing Contractor's responsibilities as set out herein.

For purposes of this certification, the following definitions shall be applicable:

"Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.

"Covered Employee" shall mean an individual who: (a) is employed or offered employment by a service contractor or a subcontractor of a service contractor, is an individual independent contractor of the school entity, or is an individual subcontractor of a service contractor; (b) has or will have continuing duties (as defined above) related to the contracted services; and (c) has or will have direct contact with students. An employee is not considered a "Covered Employee" if: (1) the employee's work does not involve the construction alteration or repair of an Instructional Facility (as defined below); (2) the employee's work involves construction of a new Instructional Facility and the person's duties related to the contacted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) the employee's work involves an existing Instructional Facility and:

a. The project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet (6') in height;
b. the Contractor has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the project site and at any other areas where the Work of this Contract will be conducted;
c. the Contractor has sought and received written approval by Anna ISD of the adopted policy (including its enforcement provisions) and Contractor's means of informing the relevant parties of the existence of the policy; and
d. Contractor certifies that, if it has taken the above precautions or imposed conditions to ensure that the Contractor's employees and employees of any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Contractor will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.

"Disqualifying Criminal History" means: a conviction or other criminal history information designated by Anna ISD; or a conviction within the last 30 years, related to one or more of the following offenses, if at the time of the offense, the victim was under eighteen (18) years of age or enrolled in a public school: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state.

"Instructional Facility" is defined as real property, or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code Section 28.002.

"Direct Contact With Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional district employee.

1. Pursuant to Texas Education Code Section 22.0834(c), any Covered Employees must submit to a national criminal history record information review by Anna ISD.

2. Before or immediately after employing or securing the services of a Contractor who has Covered Employees, Anna ISD shall send or ensure that the person sends to the Department of Public Safety information that is required by the Department of Public Safety for obtaining national criminal history record information, which may include fingerprints and photographs. The Department of Public Safety shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

3. If Anna ISD is required to review the criminal history information, Anna ISD may fingerprint Contractor and/or Contractor's employees and subcontractors using the Local Education Entity (LEE) Fast Pass option. In this situation, Anna ISD will be able to view individuals printed with the LEE pass, and also create subscriptions in the DPS FACT Clearinghouse under the authority of TGC 411.097/Public Law 92-544. The Contractor, however, will not be able to view the results.

4. If Covered Employees will be working on the project, before beginning any work on the project, Contractor will provide written certification to Anna ISD that the criminal history review requirements for all Covered Employees working on the project have been satisfied as set out herein, and by signing below also certifies that Contractor:

a. will provide information needed by Anna ISD to obtain the required criminal history record information through the FACT Clearinghouse for the Covered Employees;
b. will obtain written certification from its subcontractors, independent contractors, and consultants (of any tier) that they have provided information needed by Anna ISD to obtain the required criminal histories documentation through the FACT Clearinghouse for the subcontractor's, independent contractors', and consultants' Covered Employees; that the criminal history review requirements for all Covered Employees working on the project have been satisfied; that either none of their respective Covered Employees had a Disqualifying Criminal History, or if a Covered Employee had a Disqualifying Criminal History they have been excluded from assignment to the project; and that if the subcontractor, independent contractor, or consultant receives information during the performance of this Contract that one of its Covered Employees associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other Anna ISD property where the work of this Contract will be conducted and notify the Contractor in writing within three (3) business days;
c. will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to perform any work on the project or on Anna ISD's property where the work of this Contract will be conducted;
d. if Contractor receives information during the performance of this Contract that a Covered Employee associated with the work is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other property where the work of this Contract will be conducted and notify Anna ISD in writing within three (3) business days; and
e. if any employee associated with the work is not a Covered Employee, Contractor will make a reasonable effort to ensure that the reasons the employee is determined not to be a Covered Employee will continue to exist throughout the time the contracted services are provided.

By its signature below, Contractor further agrees as follows: (a) it is and will remain in compliance with the applicable law and with any Anna ISD policies relating thereto or arising therefrom; (b) it will ensure that no Covered Employee of Contractor or any subcontractor with a Disqualifying Criminal History provides service at or for Anna ISD; (c) it will defer to any belief or contention of Anna ISD that a particular person is a Covered Employee or has a Disqualifying Criminal History and to Anna ISD's interpretation of applicable law; and (d) it understands that any noncompliance with, any misrepresentation or inaccuracy within, or any other breach, of this Certification may be grounds for contract termination or other legal action by Anna ISD at its option.

I, the undersigned authorized signatory for Contractor, certify to Anna ISD that [***check one***]:

__ None of Contractor's employees and employees of any of its subcontractors, independent contractors, or consultants, are *covered employees,* as defined above. If this line is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that such employees will not become *covered employees.* Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

_____ Some or all of Contractor's employees and/or employees of any of its subcontractors, independent contractors, or consultants are *covered employees.* If this line is checked, I further certify that:

(1) Contractor has provided or will provide all information to Anna ISD in order for Anna ISD to obtain all required criminal history record information regarding its covered employees.
(2) Before or immediately after employing or securing the services of a covered employee, the Contractor will notify Anna ISD and provide all information to Anna ISD in order for Anna ISD to obtain the required criminal history record information, which may include fingerprints and photographs.
(3) To Contractor's knowledge, none of the covered employees has a disqualifying criminal history.
(4) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify Anna ISD in writing within three (3) business days.
(5) Contractor is responsible for all costs and expenses for Anna ISD obtaining the information on the covered employees.

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

_____
Name of Contractor

By: _____ _____
Name: _____ Date
Title: _____

End of EXHIBIT "I"

CRIMINAL HISTORY BACKGROUND CHECK CERTIFICATION

EXHIBIT "J"

FELONY CONVICTION NOTICE

State of Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must indicate a general description of the conduct resulting in the conviction of a felony."

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

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

COMPANY'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (printed) _____

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

   Signature of Company Official: _____

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

   Signature of Company Official: _____

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

   Name of Felon(s)

   _____

   _____

   Details of Conviction(s)

   _____

   _____

   Signature of Company Official: _____

End of EXHIBIT "J"

FELONY CONVICTION NOTICE FOR CMAR

EXHIBIT "K"

AIA A133-2019
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

The responding Construction Manager shall note their agreement in the proposal response with this A133-2019, as modified by Anna ISD. Any deviations to these contract terms or to this RFP shall be noted by the proposing Construction Manager at Risk.

Contact Susan Williams for Exhibit "K"

Susan Williams, Purchasing Coordinator
susan.williams@annaisd.org
Anna Independent School District
151 West Rosamond Parkway
Anna, Texas 75409

EXHIBIT "L"

AIA A201-2017
GENERAL CONDITIONS

The responding Construction Manager shall note their agreement in the proposal response with this A201-2017, as modified by Anna ISD. Any deviations to these contract terms or to this RFP shall be noted by the proposing Construction Manager at Risk.

Contact Susan Williams for Exhibit "L"

Susan Williams, Purchasing Coordinator
susan.williams@annaisd.org
Anna Independent School District
151 West Rosamond Parkway
Anna, Texas 75409

EXHIBIT "M"

Form 1295

A person or business entity entering into a contract and/or agreement with Anna ISD is required by the Texas Government Code Section 2252.908, to complete Form 1295 "Certificate of Interested Parties" located at https://www.ethics.state.tx.us/filinginfo/1295/. Form 1295 will be required from any firms awarded a contract under this RFP.

EXHIBIT "N"

Anna ISD Prevailing Wage Rates

Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the General Conditions A201, as modified by the District. The Owner has adopted the Davis-Bacon Prevailing Wage Schedule. The current prevailing wage schedule listed below and shall be utilized for these projects, but excluding fringe benefits. No less than these minimum amounts shall be utilized.

3141:!!!I, 1:24 PM SAM.ga\'

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state: Texas

construction T'jp.e: Building

county: coll.irn county in Texas.

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A.SB!ESTO.S WIIRm:R/HEAT & FRO&li It.ISUI.A.TOR (Duct, Pipe and IHechanical system Insulation)	$ 33. 23	7. 52

BOII0074-0Eli3 EU/El<l/1!025

	Rates	Fring:es
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CARP142I -0EU 10/Etl/ 1!023

	Rates	Fring:es
IHIL LWRI6tfT	$ *31.* 01	11. .21

ELIE'!.10021-006 0(1/EU/ 1!025

	Rates	Fring:es
ELEVATOR MEC•NIIC •..•..•...•..•..	$ 51.93	38.435+a+b

FOOTtlOTES :

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B. N'ew Year·s Day, Memori,al Day• Indepe.nde.nce a-ay, La'b□r a-ay, Thanksg;i.11:iill,I! D.a•y the Friday after TIhanksgii.v.irng Day, cltristiaas D.ay, a.nd II'eter.arns Day.

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(3) H)fdr,aulic cranes; 59		

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Tons and under	$ 32.35	13.10

IRON0263-005 06/01/2025

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	$ 29.64	8.43

PLUM0100-005 11/01/2024

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only)	$ 39.76	14.04
PIPEFITTER (Excludes HVAC Pipe Installation)	$ 39.76	14.04

SUTX2014-015 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation	$ 15.78	0.00
CAULKER	$ 15.16	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.04	0.00
DRYWALL HANGER AND METAL STUD INSTALLER	$ 13.00	0.00
ELECTRICIAN (Alarm Installation Only)	$ 20.93	3.86
ELECTRICIAN (Communication Technician Only)	$ 15.35	1.39
ELECTRICIAN (Low Voltage Wiring Only)	$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems	$ 20.01	2.69
FORM WORKER	$ 11.89	0.00
GLAZIER	$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL)	$ 14.74	0.00
INSTALLER - SIGN	$ 15.50	0.00
INSULATOR - BATT	$ 13.00	0.00
IRONWORKER, REINFORCING	$ 12.29	0.00

LABORER: Common or General	$ 10.52	0.00
LABORER: Mason Tender - Brick	$ 10.54	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.93	0.00
LABORER: Pipelayer	$ 13.00	0.35
LABORER: Plaster Tender	$ 12.22	0.00
LABORER: Roof Tearoff	$ 11.28	0.00
LABORER: Landscape and Irrigation	$ 10.55	0.00
LATHER	$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 12.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 15.69	0.50
OPERATOR: Forklift	$ 13.21	0.81
OPERATOR: Grader/Blade	$ 13.03	0.00
OPERATOR: Loader	$ 13.46	0.85
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 18.44	0.00
OPERATOR: Roller	$ 15.04	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	$ 13.35	5.10
PAINTER: Drywall Finishing/Taping Only	$ 14.24	3.83
PIPEFITTER (HVAC Pipe Installation Only)	$ 20.45	4.00
PLASTERER	$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation	$ 22.46	4.06
ROOFER	$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 24.88	5.97
SPRINKLER FITTER (Fire		

Sprinklers)	$ 37.50	0.00
TILE FINISHER	$ 11.22	0.00
TILE SETTER	$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck	$ 16.00	0.81
TRUCK DRIVER: Dump Truck	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	$ 12.50	0.00
TRUCK DRIVER: Water Truck	$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

EXHIBIT "O"

Service Provider Affidavit

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

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

Section 1 - Penalties for Failure to Disclose Required Information

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

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

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

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

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes ☐ No ☐
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes ☐ No ☐

Have you e·ver been in eslig:aled by a law enforcemen:t or chi hi prnlec:li e services agKicy fm. m ch::irgedl \·villi adljudicated for or oon\l·icted of, ::in off-ense in\l·ol ing l!he foUmYlin comlucl d◆ ribeo by 'fE •2 ..05 I a • .) (8) m (D.,?: • ::ilmsed or ol!he..,,"Vli:se comrnitted.RIJ unlawful act with a :stm:lenl m minor indudline;by emr 'l!ang in conduct l!hat in ohi·es phys:ical mi:streahDi:mt m constitutes a titre.al of violence to a student m miuo:r and t!hat is nol justified unde:r • 1aple:r 9 Penal oci!e reg::imle.ssof whether l!he conduct :re!ruHed in bodil.y injury; • was im,·olved in or soliciled a :rmn::inf c relationship \ _ ilh m solicited or en aged in rex:u::il oo:ntac<t wil!ha :studenl.o:r mino , • en'I! 'l!ed in inappropriate comrnu11.icalio:ns ,.◆th a sh!ldffit o:r rnino:r, ::is deirnued by board rule; • · fai!ed lo m::ii l n:t::iin appropri te bound::i.rjes:with a sluden:t or mino:r as,defined by board rule; *A4i1rdirnlioi1 ru1d co111·icli011 _ IT ta a mm·ictia,1·. tJ'lro o • ·riilf::r o/",rr, c-oirtr::s:l (llaio co1rtr:ndre , proomit111, smp mi,m. ar mj◆f!'d adjruJicmion.* *Clr.11·. re en ta a omml crimi11·al charge as dr,crm1r:11ll!d ◆· a tmnra1)' '1m.rgi1ig itLrtrmn m a ,compJai111, i mwati011·, ,ar i11djc101e11t wider 1h 7:"r:.xas 'ode a] rimi1ro.l Procro1in!.*	Yes No ☐ ☐
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Section 3 – Declaration of Applicant

Name (First, Middle, Last)	Date of Birth
Address (House/Unit # and Street Name)	
Address (City, State, Zip Code)	County
Signature	Date Signed

EXHIBIT "P"

Deviations / Signature Page

In the event the undersigned Respondent intends to deviate from the general terms and conditions listed within this RFP, including the modified A133 and A201, all such deviations must be listed on this page or attached to this page, with complete and detailed conditions and information also being attached. In the absence of any deviation entry on this form, the Respondent assures Anna ISD of their compliance with the terms, conditions, contracts, and information contained within this Request for Proposals.

List Deviations here (or attach additional pages as needed);

_____

_____

_____

_____

_____

_____

_____

Deviations:

Anna ISD will be the sole judge to determine if deviations are acceptable in meeting the needs of the District.

The District reserves the right to withdraw this request for proposals at any time and for any reason. The District also reserves the right to award or not award this contract in any manner deemed to be in the best interest of the District.

All Respondents MUST COMPLETE this page.
Sign and Return with response or your submission may be considered Non-Responsive.

Our response is submitted according to: _____ **Deviations listed above**

_____ **No Deviations**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "Q"

W-9 Form

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Date

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

EXHIBIT "R"

Resident/Nonresident Certification

RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)
"Nonresident bidder" means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4)
"Resident bidder" means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

I certify that_____ is a

Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

Signature: _____

Printed Name: _____

I certify that_____ is a

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State: _____

Signature: _____

Printed Name: _____

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor's ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes_____ No _____