

**REQUEST FOR PROPOSALS**  
**FOR**  
**CONSTRUCTION MANAGER-AT-RISK**

*Illumination Education, Inc. d.b.a.  
Academy of Visual and Performing Arts*

Project: Fort Worth Campus

Issue Date: January 15, 2023

Proposal Due Date: January 31, 2023

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## **REQUEST FOR PROPOSALS (RFP) FOR CONSTRUCTION MANAGER-AT-RISK (CMAR) OFFERORS**

Illumination Education, Inc.  
d.b.a. Academy of Visual and Performing Arts (Owner)  
Fort Worth Campus

Project Address:  
801 W. Shaw St.  
Fort Worth, Texas 76110

### **SUBJECT: AVPA RFP FOR CMAR**

Proposals from Construction Manager-At-Risk offerors will be received via email to Ron Valentin at [rvalentin@collaborateteam.com](mailto:rvalentin@collaborateteam.com) until 3:00 p.m. on January 31, 2023.

**INTERPRETATIONS:** Questions about the Project and Construction Manager-At-Risk Request for Proposals should be submitted in writing *via* email to Ron Valentin at [rvalentin@collaborateteam.com](mailto:rvalentin@collaborateteam.com). Questions or requests for interpretation must be received no later than five (5) calendar days prior to the proposal due date. The Proposal documents and general information concerning the property, including the Proposal Form, Selection Criteria, Statement of Qualification Form, and Scope of Work may be obtained by contacting Ron Valentin at [rvalentin@collaborateteam.com](mailto:rvalentin@collaborateteam.com).

Clarification(s) for questions received will be issued no later than three days prior to the deadline. Answers will be issued in writing *via* email to all proposers who provide an email address for this purpose. Oral or other non-written interpretations or clarifications will be without legal effect.

Owner reserves the right to accept or reject any or all Proposals, to waive all informalities and irregularities, and to award the Proposal in the best interest of the school.

Owner will select the CM-AT-RISK through a **ONE-STEP PROCESS**.

The Owner reserves the right to accept or reject any or all Proposals, to waive all informalities and irregularities, to be the sole judge of quality and suitability and to award the Proposal in the best interest of Owner.

### **PROJECT TEAM:**

Owner: The Academy for Visual and Performing Arts (AVPA)  
Owner's Representative: New School Facility Partners  
Architect: Collaborate Architects

EQUAL EMPLOYMENT OPPORTUNITY: All proposers shall be in compliance with Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41CFR Part 60). No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.

INSURANCE: The successful proposer will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Owner requires that contractor’s insurance be placed only with companies that have achieved at least an “A” rating with A.M. Best. The Owner reserves the right to require higher limits of coverage depending on the size, scope and nature of the project. Owner must be named as an additional insured.

Required Coverage and Limits of Liability:

- 1) Workers Compensation: Statutory
- 2) Employer’s Liability: \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee
- 3) Commercial General Liability: \$5,000,000 combined single limit, policy aggregate \$500,000 combined single limit each occurrence.
- 4) Property damage deductible not to exceed \$500 per occurrence.

CONFIDENTIAL OR PROPRIETARY DATA: Any documentation submitted that is to be considered confidential or proprietary by proposer must be clearly marked as such by proposer, but proposer acknowledges that such documents submitted to Owner will be subject to the Texas Public Information Act.

EVALUATION CRITERIA: Consistent with the Texas Education Code Section 44.031(b) and Texas Government Code Section 2269, each proposal will be evaluated based upon the following criteria, and the total possible points that may be awarded for each criteria is in parenthesis after each criteria:

- A. Fees and Costs (30 points)
- B. Firm experience and ability to complete the work (20 points)
- C. Key personnel and staffing methodology (15 points)
- D. Prior experience with the Project Team, Charter Schools, or other relevant references (15 points)
- E. Project Approach (20 points):
  - i. This section should include the Proposer’s approach to meeting an aggressive schedule and confirmed ability to commence construction immediately upon issuance of all required regulatory permits or approvals and Owner’s acquisition of the property. The proposal should illustrate all reasonable efforts to deliver Substantial Completion of an **initial phase** that allows Owner to open for school operations no later than August 1, 2023.

**Total possible score 100 points.**

Each offeror must submit the information requested in the “Information for Offerors” in order to be evaluated against each of the criteria.

The Project Architect is Ron Valentin, Collaborate Architects, [rvalentin@collaborateteam.com](mailto:rvalentin@collaborateteam.com).

## INFORMATION FOR PROPOSERS

Owner proposes the renovation of a 75,412 sq. ft. building, located at 801 W. Shaw St., Fort Worth, Texas 76110, to be used as an open-enrollment charter school campus and construction of all necessary components required to meet applicable codes.

Owner proposes utilizing the one step Construction Manager-At-Risk procurement process set forth in Section 2269.251-258 of the Texas Government Code. The scope of the work is described in the attached documents. The estimated budget for construction, which includes all CM AT Risk contractor fees and construction contingencies, is approximately \$6.5 million. Project Manuals include selection criteria and detailed information regarding the project scope and what offerors are required to respond to when submitting their RFCSP responses. Phased construction is scheduled to be performed beginning immediately upon Owner's acquisition of the property in late April 2023, with substantial completion of an initial phase allowing Owner to open for school operations no later than August 1, 2023. All other construction must be completed by an agreed upon date during contract negotiations.

Due to receipt of federal funding for This project, Proposer agrees and acknowledges that pursuant to Chapter 2258 of the Texas Government Code Title 10 Prevailing Wage Rate, and Article 29, Section 5.5 of the Code of Federal Regulations (The Davis-Bacon Act and related provisions), no employee used in this construction may be paid less than the minimum prevailing wage rates for each published by the United States Department of Labor Wage and Hour Division for each classification of work. Federal Davis-Bacon requirements for this project are set forth in the Owner's Supplementary Conditions to the AIA Document A201-2017.

### 1. RECEIPT OF PROPOSALS:

Proposals from Construction Manager-At-Risk offerors will be received via email at [rvalentin@collaborateteam.com](mailto:rvalentin@collaborateteam.com) until 3:00 p.m. on January 31, 2023.

### 2. ACCURACY OF PROPOSALS

It is specifically required that each offeror warrants that his/her proposal contains true, correct and complete information, and that the offeror will make no claim for omission or error.

### 3. VISIT TO SITES

Interested offerors should coordinate with Ron Valentin to visit the site to inspect and satisfy himself with the existing conditions and requirements of the site under which s/he will be obligated to perform the work or that will in any manner affect the work. There will be no change order allowed for increased costs associated with conditions which could have been determined by examining the site and project documents before submission of proposals and/or before a contract is awarded to the successful offeror.

### 4. INTERPRETATIONS AND CLARIFICATIONS

No Pre-Proposal Conference will be held. Offerors are strongly encouraged to discuss the Project and seek interpretation or clarification if necessary. Questions about the Project and Construction Manager-At-Risk Request for Proposals should be submitted in writing *via* email to Ron Valentin at rvalentin@collaborateteam.com. Questions or requests for interpretation must be received no later than five (5) calendar days prior to the proposal due date. Please allow a minimum of two (2) days for a response. Clarification(s) for questions received will be issued no later than three (3) days before the deadline. Answers will be issued in writing *via* email to all proposers who provide an email address for this purpose. Oral or other non-written interpretations or clarifications will be without legal effect.

## 5. REQUIREMENTS OF PROPOSALS

In order for your proposal to be evaluated it must contain the following completed information:

Tab A. Proposal Form

Tab B. Contractor's Qualification Statement (AIA Document A305)

Tab C. Construction Manager-At-Risk Questionnaire

Tab D. Required Certification Forms

## 6. OFFEROR'S REPRESENTATIONS: By submitting his/her proposal, the offeror represents s/he:

- A. understands and has carefully read all information contained in the Project Manual;
- B. has examined the project site(s), and is familiar with the conditions under which the work will be performed; and
- C. will comply with the requirements of the project manual; and
- D. acknowledges that information relative to the Property and Project is proprietary and should not be communicated broadly except as reasonably necessary in response to this Request for Proposals; and
- E. acknowledges that the Owner is a public charter school and adheres to all policies and regulations outlined in *Texas Education Code Chapter 12* and further acknowledges that these regulations may change during, before, or after a given contract period and may require updates or amendments accordingly beyond the control of the Owner.

## 7. PROPOSALS

- A. Complete the required submittal information, to be sealed, and marked as follows:

*Academy of Visual and Performing Arts*  
"Construction Manager-At-Risk"

- B. Proposals will be received by email until 3:00 p.m. on January 31, 2023.

- C. In the event the proposal is mailed, it is the responsibility of the offeror to allow enough time in transit for proposal to be received by Owner prior to date and hour of proposal opening. Proposal may be delivered by hand to the office prior to opening. Telephone, telegraphic, emailed, or faxed proposals or proposal modifications will not be accepted.
- D. Proposals received prior to the advertised hour of opening will be kept securely sealed. The Architect whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. The Architect or its representatives will not be responsible for the premature opening of, or the failure to open, a proposal not properly addressed or identified.
- E. Any proposal which is not based upon the project manual, or which contains any qualification of same, or which is not properly completed and signed by the offeror, may be rejected by Owner. All information must be provided specifically as outlined in paragraph 8 below or the proposal will not be evaluated.

## 8. EVALUATION OF PROPOSALS

Within ten (10) business days after the opening of the proposals, Owner and the Architects shall review all proposals and confirm that each contains the information required in Paragraph 5, “Requirements of Proposals.” Then Owner and Architect shall evaluate the proposals in accordance with the advertised selection criteria and offerors’ submission of the following information related to each criterion.

- A. Fees and Costs (30 points)
- B. Firm experience and ability to complete the work (20 points)
- C. Key personnel and staffing methodology (15 points)
- D. Prior experience with the Project Team, Charter Schools, or other relevant references (15 points)
- E. Project Approach (20 points):
  - a. This section should include the Proposer’s approach to meeting an aggressive schedule and confirmed ability to commence construction immediately upon issuance of all required regulatory permits or approvals and Owner’s acquisition of the property. The proposal should illustrate all reasonable efforts to deliver Substantial Completion of an **initial phase** that allows Owner to open for school operations no later than August 1, 2023.

**Total potential score will be 100 points.**

## 9. SPECIFIC PROPOSAL REQUIREMENTS

- A. Based on the qualifications information provided, once the CM-At-Risk is selected, the CM-At-Risk cannot reassign the project’s designated project managers or superintendents to other projects without Owner’s written consent of the proposed personnel change and without thirty (30) days’ written notice to the Owner, if such is possible.



## B. Construction Service Fees

The below listed items must be included in the construction phase service fees listed on the cost proposal form under overhead and profit.

Overhead and Profit – percentage based on the Cost of the Work

### A. Profit on Project(s) – Construction Manager’s Profit

### B. General Home Office Overhead

1. Association Dues
2. All Employee Benefits
3. All other costs assigned to the project
4. Home office personnel assigned to the project
5. All accounting and audit fees

### C. Project Specific Overhead

1. Labor  
Payroll Burden (including but not limited to Project Manager, Project Engineer, Project Superintendent, Assistant Superintendent, secretary, etc. whomever will be employed to support these projects including all costs related to company vehicles).
2. General Conditions (including but not limited to the following)
  - a. Project Executive (Half Time)
  - b. Project Manager on site (Full Time)
  - c. Superintendent(s) on site (Full Time)
  - d. Assistant Superintendent(s) (Full Time)
  - e. MEP Coordinator on site (Full Time)
  - f. Project Engineer
  - g. Safety officer
  - h. Support Staff
  - i. Senate Bill 9 requirements (80<sup>th</sup> Leg. R.S. (2007))
  - j. Safety Training and Programs
  - k. Clean-up (General, including but not limited to site cleanup)
  - l. Clean-up (Substantial and Final)
  - m. Landscape Restoration
  - n. Job Sign(s), one per campus
  - o. Cups, Water, Coffee, Hardhats and all other miscellaneous project office supplies costs
  - p. Office equipment including copiers, copier maintenance, faxes, staplers, etc.
  - q. Jobsite/field water and ice
  - r. Material Handling & Forklift
  - s. Building Startup Power
  - t. Drug Screening Costs
  - u. Aerial photos (monthly)
  - v. Engineering (survey & layout)

- w. Erosion Control
- x. Fax, email and phone service costs
- y. Fencing
- z. Field Office – temporary facilities rental (including all services for Contractor and On Site Representative of Architects’ office)
- aa. First Aid Supplies and Training Costs
- bb. Insurance (all insurance associated with the project)
- cc. Jobsite Signage
- dd. Mobilization/Demobilization Costs
- ee. Payment Bonds
- ff. Personnel Relocation
- gg. Postage and Shipping Costs
- hh. Project Controls Systems
- ii. Project Closeout
- jj. Project Office Equipment (copier, fax and furnishings)
- kk. Record Drawings production and printing
- ll. Rubbish Clean-up
- mm. Payroll/Taxes/Insurance
- nn. Shop Drawings / Blue Printing / Printing / Copying with all shipping and handling costs for submittals from General Contractor to Subs and Architect/Engineers Offices
- oo. Site Photography and Videotaping
- pp. Small Tools and communication devices
- qq. Storage Trailers Rental
- rr. Applicable Taxes and Required Permits, other than Building
- ss. Temporary Electric/Water/Sewer (connections & service)
- tt. Temporary Fire Protection Devices
- uu. Toilets (temporary)
- vv. Covered walkways, temp sidewalks and other sidewalk and construction area protection
- ww. Travel & Lodging
- xx. Vehicles/Fuel
- yy. Warranties/Warranty Inspection
- zz. Waste Disposal and Dumpsters
- aaa. Watchman/Security

C. Obtaining bids from sub-contractors and suppliers to arrive at a “Guaranteed Maximum Price” for the project . The Construction Manager-At-Risk shall comply with all requirements and procedures set forth in Texas Government Code § 2269.

1) In order to receive profit on project work or materials, the CM-At-Risk must receive a minimum number of bids on the project work and materials from subcontractors and material suppliers (including GC bid if submitted). The minimum number of bids required is established as follows:

(a) For work and/or material value of \$0-50,000, the minimum number of bids that must be received is three (3);

- (b) For work and/or material value of \$50,001 and above, the minimum number of bids that must be received is three (3);
  - (c) For work and/or material value that the minimum number of bids is not received and the work is self-performed the cost shall be incorporated into the GMP as an Allowance with a not to exceed price.
  - (d) Upon receipt of all bids, the profit portion of the CM at Risk fee will be adjusted proportionally to reflect the percentage of bid value meeting the above criteria.
  - (e) Should the minimum number of bids not be received for any portion of the work, the Owner has the right to reject all bids and request that the CM at Risk re-bid that portion of the work.
- 2) The costs of all line items budgeted by the CM-At-Risk (that work where bids will not be received) will be regulated in the same manner as the contractor's construction contingency. The contractor must provide the Owner complete accounting of all budgeted and contingency expenses. Savings in these categories will be returned to the Owner as indicated on the Cost Proposal form. Should the contractor's expenses exceed the budgeted line items and the contractor's construction contingency amounts, all additional project costs are the responsibility of the contractor. CM-At-Risk contingency amounts shall be negotiated with the Owner prior to execution of a GMAX contract.
- 3) It is anticipated that the guaranteed maximum price (GMP) for the project will be furnished within one (1) week after the receipt of all material supplier and subcontractor bids.
- 4) After the GMP contract is signed all differences (credits and debits) from material suppliers and subcontractor bids will be added to or subtracted from the contractor's construction contingency fund. Disbursement and/or the responsibility of providing additional funds to the construction contingency fund are defined in item 3 above.
- 5) The contractor is to provide the Owner an audited accounting of all project costs. Submit this summary of project costs with the contractor's request for final payment.
- 6) Owner and the offeror recognize that "time is of the essence" in the performance of this agreement. Owner and the offeror agree that it would be impossible for Owner to calculate the damages and losses it will incur if the substantial completion date for each separate work phased item is not met. Owner and offeror agree that Owner's losses and/or damages include actual and consequential damages, as well as additional fees for architects, attorneys, engineers, and others who may be retained to resolve issues caused by the contractor's failure to achieve substantial completion by the scheduled date. Accordingly, Owner and offeror agree that the contractor will pay \$1500.00 per day liquidated damages; not as a penalty, but for each day that substantial completion has not been achieved beyond the scheduled completion date. Regardless of unanticipated weather delays, the project must be completed when noted in the attached schedule, provided that the Notice to Proceed is issued when noted in the attached schedule. Contractor is to anticipate rain days and include in your overhead any required overtime to meet the project schedule, and be complete within the scheduled

timeframe. Additionally, the contractor will pay \$200.00 per day if final close-out is not achieved within 60 days of the scheduled Substantial Completion date.

#### 10. PROPOSAL SURETY

Proposal surety is not required. Offeror must provide a Certified Statement of Surety that bonding requirements of the agreement can be met.

#### 11. ACCEPTABLE SURETY

“Acceptable surety” is defined as an insurance company, duly authorized to do business in the State of Texas and license by the State of Texas to issue surety bonds, and having an acceptable record, in the opinion of Owner, for faithful performance during the preceding five (5) years of all undertaking to Owner, for faithful performance during the preceding five (5) years of all undertaking to Owner. Notwithstanding any other law to the contrary, the Owner may establish financial criteria for the surety companies that provide payment and performance bonds.

#### 12. RESERVATION OF RIGHTS

The Owner, reserves the right to reject any and all proposals, and to waive any informality or irregularity in the proposals, when such rejection or waiver is in the best interests of the Owner.

#### 13. TERMINATION OF PROPOSAL

No proposal shall be withdrawn or terminated for a period of sixty (60) days subsequent to the opening of proposals without consent of the Owner except that if a proposal is accepted and a contract executed or all proposals rejected.

#### 14. FEES

- A. Proposal prices may not be changed after opening of proposal has occurred.
- B. Owner and its Architects may discuss with the selected offeror, options for a scope or time modification and any price change associated with such modification.
- C. Offerors’ prices are firm for ninety (90) days after timely receipt of the proposals.

#### 15. OFFERORS’ QUESTIONS ABOUT PROJECT DOCUMENTS

Offerors shall submit any questions regarding the projects including, but not limited to, the information contained in the project manual, in writing, to the Architect for clarification. Offerors should allow a minimum of five (5) days for a reply.

All changes and/or additions to the project documents shall be done by a written addendum published by the architect to all offerors, and such addendum(s) shall become a part of the offerors’ proposals.

All other oral or written interpretations, or explanations, corrections and/or approvals, do not constitute a change to the project manual, and therefore, should not be relied upon as such.

## 16. SALES TAX

Under Ruling No. 9, Repairment and Contractor (amended April 3, 1962) Limited Sales, Excise and Use Tax Rules and Regulations, Comptroller of Public Accounts, State of Texas, tangible personal property (materials) becoming a part of improvements and structures and incorporated in such, under lump sum contracts, are not subject to sales tax when the cost of such materials is segregated from the cost of skill, labor, and all other materials not becoming a part of the improvement of structure. Under the interpretation of this ruling, contract will state not only the lump sum but also the value of materials and value of skill, labor, etc. Proposals are to be tendered in lump sum only.

## 17. CONTRACT SECURITY

A Performance Bond, in conformance with Texas Government Code Chapter 2253, and a Payment Bond, in conformance with Texas Government Code § 53.201-.211 will be required on this project. The successful offeror must deliver to the Owner, not later than the tenth (10th) day after the date the design-build firm executes the contract, fully executed Performance and Payment Bonds in an amount of one hundred percent (100%) of the construction budget as security for the faithful performance of contract obligations and payment of all persons performing labor and furnishing materials in connection with this contract. All bonds shall be issued on AIA Document A-312 by a surety company licensed, listed, and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company shall also provide such other information as may be necessary to document net worth, stability, total bonding capacity, other projects under coverage and to establish adequate financial capacity for this project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by any reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

The offeror shall require any attorney-in-fact who executed the required bond on behalf of the surety to affix thereto an original certified and current copy of a Power of Attorney evidencing the authority of such attorney-in-fact to so execute such bond within the State of Texas indicating the monetary limit of such power and authority.

During the project, the Construction Manager shall purchase and maintain insurance as set forth in the Owner's Supplementary Conditions.

Owner requires that contractor's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. The Owner reserves the right to require higher limits of coverage depending on the size, scope and nature of the project. Owner must be named as an additional insured.

## 18. CONTRACT FORMS

The following AIA Documents, appropriately completed along with the standard modifications of the Owner for each (attached hereto and incorporated), will be used to execute the contract between the Owner and contractor:

AIA Document A201-2017: General Conditions of the Contract for Construction

AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor

## 19. RETAINAGE

Retainage will be subject to financing terms and negotiated with the Construction Manager. Retainage may be reduced for phases of the project that are substantially completed at the Owner's discretion.

## 20. OWNER

Whenever the term "Owner" is used in this specification, it shall refer to Illumination Education, Inc. d.b.a. Academy of Visual and Performing Arts. All papers required to be delivered to the Owner, unless otherwise specified, shall be delivered to Attention: Superintendent, Dr. Stephanie Love.

## 21. ARCHITECT

Whenever the term "Architects" is used in this specification, it shall refer to Collaborate Architects, 816 Cameron Street, Suite 247, San Antonio, Texas, 78212, who by contract is authorized by the Owner to prepare all contract documents as well as administer the construction contract. Contact: Ron Valentin, Collaborate Architects, email: rvalentin@collaborateteam.com.

## 22. APPLICABLE LAW

This agreement shall be governed by Texas Law.

## 23. VENUE

All parties agree that venue for any litigation arising from this contract/project shall lie in Tarrant County, Texas.

## 24. MINIMUM SCOPE OF WORK FOR CM AT RISK SERVICES

Owner is seeking the services of a construction manager with the compatible experience, style and approach to provide planning, preconstruction and construction services for this project. Working collaboratively with Owner and the entire project team, the program manager / construction manager will be required to provide the following services.

## **A. Preconstruction Services**

### Design Coordination:

Work in coordination with architects, engineers, surveyors and other design consultants with an eye toward maximizing value and functionality, but minimizing costs. Develop a prototype layout and systems design to be used with the school in partnership with the design team.

### Construction Strategy:

Advise the project team on construction strategies including, but not limited to, construction management, construction methods, phasing and sequencing, permitting, materials procurement, bidding and subcontracting, staging, and commissioning throughout the project.

### Constructability Analysis:

Advise the project team on the construction ramifications of design alternatives of all building systems, throughout the preconstruction process. Support the design teams' investigation of similar projects, material/system alternatives, sustainability issues, geotechnical conditions, etc.

### Construction Cost Estimating & Control:

Prepare and update both project and construction budgets and estimates. Provide construction cost estimating of design components and system alternatives (including MEP systems). Provide value analysis on a continuous basis. Produce a construction cost estimate for presentation to the Owner and architect).

### Construction Duration Estimating:

Due to the nature of this project and typical schedule requirements, advise the project team of the construction duration implications of design scheme alternatives utilizing "just in time" and pull-schedule techniques. Provide an updated construction duration schedule estimate at each milestone of design for review by the Owner and architect.

### Construction Procurement:

Develop and execute a comprehensive procurement plan for review by the Owner and architect. The procurement plan should include procurement timing, long-lead item planning, competitive bidding of subcontractors, detailed evaluation of proposals by all project team members, contract negotiations, etc.

## **B. Construction Services**

### Construction:

Execute construction of all portions of the project in compliance with the construction documents and all applicable laws, ordinances and codes. Retain full responsibility for the project site and the actions of all employees/subcontractors throughout construction. Construction responsibility includes, but is not limited to, the following activities: construction planning, implementation, safety management, schedule management, material management,

change management, quality control, permitting/inspections, coordination with Owner operations, commissioning and Owner O&M support, and project closeout.

### **C. Additional Owner Expectations**

During the phases outlined herein, Owner will have the following expectations of the CM-At-Risk:

The Performance and Payment Bonds described in section 17, supra, will be required within ten days of execution of the contract.

The Project Manager and the estimator shall attend and actively participate in regular meetings with the Owner and Architect to review project status and review and update the construction cost estimate.

The CM-At-Risk will be accountable for the construction budget at the completion of the project.

The CM-At-Risk will prepare, and periodically update, a Project Schedule for the Architect's and the Owner's review.

During the preparation of the Construction Documents, the Construction Manager shall update and refine the cost estimate at established milestones, i.e., 25% and 50%. The CM shall do this with input from Subcontractors.

At each project development milestone, each estimate shall be in a format that allows comparison from one milestone to the next.

If any estimate submitted to the Owner exceeds previously approved estimates the Construction Manager shall make recommendations to the Owner and Architect to reduce the cost of the project.

The Construction Manager shall recommend to the Owner and Architect to schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project schedule.

Prior to commencing any work on this Project, Proposer must coordinate and cooperate with the Owner to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.08341 is conducted for Proposer and any of Proposer's personnel, including personnel of any subcontracting entity, who will have continuing duties related to this Project and will have direct contact with students (i.e., substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional employee of the Owner. Proposer agrees to reimburse Owner for any of its direct costs associated with conducting the appropriate criminal history background check for Proposer and Proposer's personnel.



Any employee or independent contractor of Proposer, or any of its subcontractors, who will have direct contact with students must not have been convicted of any disqualifying offense identified in Chapter 22 of the Texas Education Code.

PROPOSAL FORM

In submitting its Proposal, the undersigned agrees to the following:

- a) Accept right of Owner to reject any or all Proposals, or to waive formalities and to accept the Proposal that the Owner considers will provide the best value for Owner.
- b) By signing this Proposal Form, the Offeror affirms that, to the best of their 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.

FIRM INFORMATION:

Name of firm: \_\_\_\_\_

Address of principal office: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary individual to contact: \_\_\_\_\_

Title: \_\_\_\_\_

FEE PROPOSAL:

It is anticipated that Owner will enter into a contract with the construction manager at risk based on the Cost of the Work plus a fee with a Guaranteed Maximum Price in the total amount of approximately \$6.5 million. **The GMP shall include the cost of all subcontractors, suppliers, CMAR labor, and CMAR Fees with all profit, project specific overhead, home office overhead and all related and approved general conditions costs, as outlined below.**

- A. Pre-Construction Phase Services Fee:  
For all pre-construction phase services as described in the Construction Manager-At-Risk Selection Package including cost estimating, scheduling, building systems and material cost analysis, the total cost for these services shall be a lump sum amount as follows:  
\$ \_\_\_\_\_
- B. Construction Phase Services Fee:  
For overhead and profit, list your proposed fee as a percentage of the Cost of the Work: \_\_\_\_\_ %
- C. General Conditions: Provide a line item detail of monthly unit costs proposed for General Conditions costs, or alternatively, a percentage multiplier of the Cost of the Work for General Conditions costs.

ADDENDA:

The undersigned acknowledges receipt of Addenda and Required Certifications attached.

Dated \_\_\_\_\_, 20\_\_ Signed \_\_\_\_\_

Name, Title

**CONTRACTOR'S QUALIFICATIONS STATEMENT**

**This statement, fully executed, must accompany any proposal submitted to Owner for Owner to consider such proposal.**

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMITTED BY:

NAME: \_\_\_\_\_ Corporation \_\_\_\_\_

ADDRESS: \_\_\_\_\_ Partnership \_\_\_\_\_

\_\_\_\_\_ Individual \_\_\_\_\_

PRINCIPAL \_\_\_\_\_ Joint Venture \_\_\_\_\_

OFFICE: \_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

NAME OF PROJECT (IF APPLICABLE):  
\_\_\_\_\_

TYPE OF WORK:

General Construction \_\_\_\_\_ HVAC \_\_\_\_\_

Plumbing \_\_\_\_\_ Electrical \_\_\_\_\_

Other \_\_\_\_\_ (please specify)

**1. Organization**

1.1 How many years has your organization been in business as a Contractor?

\_\_\_\_\_ years.

1.2 How many years has your organization been in business under its present business name?

\_\_\_\_\_ years.

1.2.1 Under what other or former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: \_\_\_\_\_

1.3.2 State of incorporation: \_\_\_\_\_

1.3.3 President's name: \_\_\_\_\_

1.3.4 Vice-President's name: \_\_\_\_\_

1.3.5 Secretary's name: \_\_\_\_\_

1.3.6 Treasurer's name: \_\_\_\_\_

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: \_\_\_\_\_

1.4.2 Type of Partnership (if applicable) \_\_\_\_\_

1.4.3 Name(s) of general partner(s) \_\_\_\_\_

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: \_\_\_\_\_

1.5.2 Name of Owner: \_\_\_\_\_

1.6 Identify any subcontractors in which your organization has any Ownership. List the categories of work those subcontractors normally perform: \_\_\_\_\_

\_\_\_\_\_

1.7 If the form of your organization is other than those listed above, describe it and name the principals: \_\_\_\_\_

\_\_\_\_\_

**2. Licensing**

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

\_\_\_\_\_

\_\_\_\_\_

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

\_\_\_\_\_

\_\_\_\_\_

**3. Experience**

3.1 List the categories of work that your organization normally performs with its own forces and describe any work that you propose performing with your own forces on this project.

\_\_\_\_\_

\_\_\_\_\_

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details).

- 3.2.1 Has your organization ever failed to complete any work awarded to it? If yes, provide details. \_\_\_\_\_Yes \_\_\_\_\_No
- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If yes, provide details. \_\_\_\_\_Yes \_\_\_\_\_No
- 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, provide details. \_\_\_\_\_Yes \_\_\_\_\_No
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).  
\_\_\_\_\_Yes \_\_\_\_\_No
- 3.4 On a separate sheet, list major projects your organization has in progress, giving the name of project, Owner's contact person and phone number, architect, architect's contact person and phone number, contract amount, percent complete, and scheduled completion date.
- 3.4.1 State total worth of work in progress and under contract: \$\_\_\_\_\_
- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, Owner, Owner contact person and phone number, architect, architect's contact person and phone number, contract amount, dates of start and completion, method of project delivery, brief description of scope of work, status of occupancy of the facility during construction, and percentage of the cost of the work performed with your own forces.
- 3.5.1 State average annual dollar amount of construction work performed during the past five years: Dollars.
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.
- 3.7 List individuals and attach detailed resumes of the positions indicated below who will be assigned for the entire duration of the Project and may not be replaced except as allowed in the Contract Documents or approved in writing by Owner:  
Project Manager(s): \_\_\_\_\_  
Assistant Project Manager(s): \_\_\_\_\_  
Project Superintendent(s): \_\_\_\_\_  
Assistant Project Superintendent(s): \_\_\_\_\_  
MEP Quality Control Specialist(s): \_\_\_\_\_
- 3.8 Provide evidence in an attachment of sufficient resources necessary to manage, staff and successfully perform the Work. Provide a profile in addition to the above information to assist the Owner in its evaluation. Include an organizational structure and indicate the number and qualifications of key personnel. Include a discussion of the methods, tools, or procedures used to schedule the Work and

complete projects on time. Include evidence of ability to obtain bonding, insurance and the ability to cover operating costs.

- 3.9 Describe in an attachment the Contractor's system for the selection, award and management of subcontractors and suppliers. Include methods to encourage subcontractors to accelerate their work schedule.
- 3.10 Identify the percentage of work devoted to school construction and specific work performed for other charter schools.
- 3.11 Describe your organization's safety program and provide your workers' compensation experience modification factor.
- 3.12 Elaborate on your staff's ability to work with other team members in a collaborative environment. Provide a breakdown, by percent of total volume, of your annual revenues for the last three years, by project delivery method.
- 3.13 Describe your management tools and approach to create a team environment that encourages understanding of a commitment to The School's' goals. Describe your approach to ensuring effective communication among the various members of the project team to minimize misunderstandings and conflict. Describe your conflict resolution method.
- 3.14 Describe your company's approach to management and coordination of design efforts and preconstruction services. Specifically address your company's approach to estimating and scope management during preconstruction. Include an explanation of how contingency or other cost buffering mechanisms are developed, accounted for in the estimate documentation, and communicated to the Owner and project team. Describe how the contingency strategy impacts the Owner's understanding of budget estimates.

4. **References**

4.1 Trade References:

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

4.2 Bank References:

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

4.3 Surety:

4.3.1 Name of bonding company: \_\_\_\_\_

4.3.2 Name, address, and phone number of agent:

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

5. **Financing**

5.1 Financial Statement. The Offeror must submit a current report of his financial condition sworn to before a Notary Public.

**For all business entities other than publicly held corporations, please provide the following:**

Attach a financial statement, preferably audited, including your organization's latest balance and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities. Clearly indicate name and address of firm preparing financial statement, and date thereof. If the financial statement is not for the identical organization named above, explain the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.)

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

\_\_\_\_\_Yes      \_\_\_\_\_No

**6. Notification of Criminal History of Contractor**

Has any Owner or operator of the business ever been convicted of a felony?

\_\_\_\_\_Yes      \_\_\_\_\_No

If yes, please provide name, place, nature, and date of offense below:

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Conviction of a felony by an Owner or Operator shall not automatically constitute disqualification of the Offeror. However, failure to provide advance notice of such conviction by the Offeror, or Offeror's misrepresentation of the conduct which resulted in the conviction, may lead to termination of an awarded contract pursuant to Section 14.2 of the contract documents.

**7. Award to Nonresident Offerors**

Is your business organized under the law of the State of Texas?

\_\_\_\_\_Yes      \_\_\_\_\_No

If no, what is your principal place of business?

---

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Proposals from nonresident contractors shall be evaluated according to Texas Government Code § 2252.002.

**8. Signature**

8.1 Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Organization \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Notary



## V. REPRESENTATIONS

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

- a) The Offeror has prior experience on Construction Management at Risk projects of the same or similar scope, nature and class as the Work described.
- b) The Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
- c) The Offeror has carefully inspected the Project site, and that from the Offeror's own investigation, the Offeror 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 Offeror has correlated the Offeror's site observations with the requirements of the Contract Documents. The Offeror 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.
- d) To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, the Architect, and their respective officers, shareholders, directors, trustees, 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 the Contract.
- e) The Project will be undertaken in accordance with the applicable provisions of Chapter 44 of the Texas Education Code and Section 2269 of the Texas Government Code.
- f) Represents that to the best of its knowledge it is not indebted to [SCHOOL]. Indebtedness to [SCHOOL] shall be basis for non-award and/or cancellation of any award.
- g) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract.
- h) Section 44.034, of the Texas Education Code requires a person or business entity that enters into a contract with a school district or charter school must give advance notice to the district or school if the person and/or Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b), which also applies to charter schools, states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

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 NAME:

1. \_\_\_\_\_ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
2. \_\_\_\_\_ My firm is not owned nor operated by anyone who has been convicted of a felony.

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

Name of Felon(s): \_\_\_\_\_

Felon(s): \_\_\_\_\_

Details of Conviction(s):

CHECK (✓) 1, 2, OR 3 ABOVE AND SIGN BELOW

d. "Non-Collusion Statement": "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this proposal in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school employee, and that the contents of this proposal as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this proposal for the intent or purpose of collusion."

PLEASE PRINT OR TYPE

Bidder Name/Title: \_\_\_\_\_ Bidder Signature: \_\_\_\_\_  
(must be signed)

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Address \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number												
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must check 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 on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>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.</b></p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>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.</b></p>	
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>	
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

**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.

	<b>NON COLLUSIVE PROPOSAL CERTIFICATE &amp; ACKNOWLEDGMENT</b>
	<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p> <p>• I certify that the above information is true and correct. <input type="checkbox"/> YES</p>

	<b>FELONY CONVICTION NOTIFICATION</b>
	<p>State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a Person or business entity that enters into a contract with a school district must give advance notice to the district if the Person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract." This Notice Is Not Required of a Publicly Held Corporation.  <b>Check the appropriate box and sign the form.</b></p> <p><input type="checkbox"/> My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.</p> <p><input type="checkbox"/> My firm is not owned or operated by anyone who has been convicted of a felony.</p> <p><input type="checkbox"/> My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:</p> <p style="text-align: center;">Name of Felon: _____</p> <p style="text-align: center;">Details of Conviction(s) _____</p>

	<b>CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS</b>
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This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PR/Award # or Project Name:	
<b>Check applicable box</b>	
<ul style="list-style-type: none"> <li>• I (We) certify that our company has not been debarred and is not participating in lobbying activities.</li> </ul>	
<ul style="list-style-type: none"> <li>• See attached explanation and complete disclosure forms.</li> </ul>	

	<b>CLEAN AIR &amp; WATER ACT CERTIFICATION</b> (This is a Federal requirement)
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended ( 42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

	<b>CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.</b>
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Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit StandardForm-LLL, "Disclosure of Lobbying Activities" Form in accordance with its instructions.

(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

<b>Check applicable box</b>	
<ul style="list-style-type: none"> <li>• I (We) certify that our company has not been debarred and is not participating in lobbying activities.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• See attached explanation and complete disclosure forms.</li> </ul>	<input type="checkbox"/>



**CERTIFICATION OF CRIMINAL HISTORY REVIEW OF EMPLOYEES  
OF PUBLIC WORKS CONTRACTORS AND SUBCONTRACTORS**

I, the undersigned agent for \_\_\_\_\_ (“Contractor”), agree to coordinate and cooperate with the School to ensure that the School may receive all criminal history record information relating to any person to whom Section 22.08341(b) of the Texas Education Code applies, and that each of Contractor’s subcontractors on the Project will similarly cooperate and comply with Section 22.08341(e), as it relates to such subcontractor’s employees.

I further certify that Contractor, and each of its subcontractors, does not and will not employ any person on the Project to whom Section 22.08341(b) applies that has, during the preceding 30 years, been convicted of any of the following offenses, where the victim was under 18 years of age or was enrolled in a public school:

- A felony offense under Title 5, Penal Code;
- An offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or
- An offense under the laws of another state or federal law that is equivalent to an offense under Subdivision (1) or (2).

I further certify that Contractor, and each of its subcontractors, shall comply with Section 22.08341 of the Texas Education Code in all other respects for the duration of the Project, and that:

1. Upon receipt of information that any employee of Contractor, or any of its subcontractors, on the Project has a reported criminal history including any of the above offenses, such employee shall be immediately removed from the Project and notice provided to the School in writing within three business days.
2. Upon request, Contractor will provide the School with the name and any other requested information regarding any employee of Contractor, or any of its subcontractors, so that the School may obtain criminal history record information on such person.
3. If the School objects to the presence of any employee of Contractor, or any of its subcontractors, on the basis of the employee’s criminal history record information, Contractor agrees to immediately remove that employee from the Project, or to discontinue using that subcontractor on the Project until such employee to provide services to the School.

I further certify that Contractor has obtained written certifications and assurances from each of its subcontractors on the Project in the same manner and form as provided herein, and that the form of each subcontractor’s certification shall be provided to the School.

I understand that non-compliance with this certification by Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_  
Signature of Contractor Official

\_\_\_\_\_  
Date



**State of Texas  
Health & Human Services Commission**

**Child Support Certification**

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
_____	_____
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.

Name/Title: \_\_\_\_\_ Company Name: \_\_\_\_\_  
Original  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
: