

**REQUEST FOR  
COMPETITIVE SEALED PROPOSALS  
FOR  
CONSTRUCTION SERVICES**

TRIUMPH PUBLIC HIGH SCHOOLS - RGV

Project:  
RENOVATIONS AND NEW CONSTRUCTION Work at  
TPHS - MERCEDES

Issue Date: January 18, 2024  
Proposal Due Date: February 2, 2024

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## **I. REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP) FOR CONSTRUCTION SERVICES**

RENOVATIONS AND NEW CONSTRUCTION Work at TPHS - MERCEDES

SITE ADDRESS - TPHS MERCEDES  
2000 East US Expressway 83  
Mercedes, Texas 78570

TRIUMPH PUBLIC HIGH SCHOOLS – BUSINESS OFFICE  
707 Lindberg Ave.  
McAllen, Texas 78501

### **SUBJECT: RENOVATIONS AND NEW CONSTRUCTION Work at TPHS - MERCEDES**

Competitive Sealed Proposals from offerors will be received electronically until 2:00 p.m., local McAllen, Texas time, **February 2, 2024**. Individual online folders will be created for each offeror to upload their electronic Competitive Sealed Proposal Package. Offers will be required to Upload as a separate attachment Document 00 41 13 “(CSP) Competitive Sealed Proposal Form” located in the Project Manual. All proposals will be opened at the office of The Warren Group Architects, Inc. located at 804 South Main Street, McAllen, TX 78501 and the Owner’s representative will read aloud from each timely received offer the names of the offerors and monetary proposals made by the offerors at this time.

INTERPRETATIONS: Questions about the Project and Request for Proposals should be submitted in writing via e-mail to Laura Warren, AIA, NCARB, The Warren Group Architects Inc., Principal, at E-mail: [lwarren@twgarch.com](mailto:lwarren@twgarch.com) and carbon copy Crystal Lopez at [chavez@twgarch.com](mailto:chavez@twgarch.com). Please provide your e-mail address to Laura Warren, AIA, NCARB and Crystal Lopez. Questions or requests for interpretation must be received no later than seven (7) calendar days prior to the proposal due date of **February 2, 2024**. The Proposal documents and general information concerning the property, including the Proposal Form, Selection Criteria, Statement of Qualification Form, Scope of Work may be obtained by contacting Laura Warren, AIA, NCARB and Crystal Lopez.

Clarification(s) for questions received will be issued no later than 5 p.m. on **January 29, 2024**. Answers will be issued in writing via e-mail to all proposers who provide an e-mail address for this purpose. Oral or other non-written interpretations or clarifications will be without legal effect.

TRIUMPH PUBLIC HIGH SCHOOLS - RGV 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 the school.

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 applicant will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. TRIUMPH PUBLIC

HIGH SCHOOLS - RGV 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. TRIUMPH PUBLIC HIGH SCHOOLS - RGV must be named as an additional insured.

Required Coverage and Limits of Liability (additional details in Proposed Contract Documents):

- 1) Workers Compensation: Statutory
- 2) Employer's Liability: \$1,000,000 per accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee.
- 3) Commercial General Liability: \$5,000,000 combined single limit, policy aggregate \$1,000,000 combined single limit each occurrence.
- 4) Excess (Umbrella) Liability: \$5,000,000 each occurrence, \$5,000,000 policy aggregate.
- 5) Property damage deductible not to exceed \$500 per occurrence.
- 6) Builder's Risk – all risk, in amount sufficient to cover the total value of the entire Project and existing structures on a replacement cost basis.

CONFIDENTIAL OR PROPRIETARY DATA: Any documentation submitted that is to be considered confidential or proprietary by applicant must be clearly marked as such by applicant, but applicant 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 competitive sealed 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:

1. The proposal price. (35 points)
2. The experience, reputation and references of the Proposer (20 points)
3. Extent to which the Proposer impacts the School's ability to comply with rules relating to historically underutilized businesses. (5 points)
4. The Proposer's safety record. (10 points)
5. The Proposer's proposed personnel and subcontractors. (15 points)
6. The Proposer's financial capability in relation to the scope of the Project. (10 points)
7. The Proposer's past relationship with the School or other charter/public schools. (5 points)

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.

Project Manuals may be obtained from our website:

<https://www.triumphpublicschools.org/required-postings/financial/> or by contacting Laura Warren, AIA, NCARB, The Warren Group Architects Inc, Principal, at E-mail: [lwarren@twgarch.com](mailto:lwarren@twgarch.com) and [Crystal Lopez at chavez@twgarch.com](mailto:Crystal.Lopez@twgarch.com)

The Project Architect is Laura Warren, AIA, NCARB, The Warren Group Architects Inc.

## **II. INFORMATION FOR OFFERORS**

TRIUMPH PUBLIC HIGH SCHOOLS - RGV proposes the RENOVATIONS AND NEW CONSTRUCTION at its TPHS - MERCEDES school.

TRIUMPH PUBLIC HIGH SCHOOLS - RGV proposes utilizing the Competitive Sealed Proposals procurement process set forth in Section 2269.151-155 of the Texas Government Code to select a Contractor that will furnish all labor and materials, tools, and necessary equipment for the work required for the Project, as set out in the drawings and specifications, and in strict accordance with the Contract Documents as prepared by the Architect. The scope of the work is described in the attached documents. The estimated budget for construction, which includes all contractor fees and construction contingencies, is approximately **\$3,500,000**. 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. Construction is scheduled to be performed beginning on **March 18, 2024** through **November 15, 2024**. All construction must be completed by **November 15, 2024**.

1. RECEIPT OF COMPETITIVE SEALED PROPOSALS:

Competitive Sealed Proposals from offerors will be received electronically until **2:00 p.m.**, local McAllen, Texas time, **February 2, 2024**. Individual online folders will be created for each offeror to upload their electronic Competitive Sealed Proposal Package. Offers will be required to Upload as a separate attachment Document 00 41 13 "(CSP) Competitive Sealed Proposal Form" located in the Project Manual. All proposals will be opened at the office of The Warren Group Architects, Inc. located at 804 South Main Street, McAllen, TX 78501, **at 3:00 p.m.** and the Owner's representative will read aloud from each timely received offer the names of the offerors and monetary proposals made by the offerors at this time.

2. ACCURACY OF PROPOSALS

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

3. VISIT TO SITE

Each offeror, before submitting a proposal for this work, shall have the opportunity to visit the site to inspect and satisfy himself with the existing conditions and requirements of the site under which he will be obligated to perform his 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 Request for Proposals should be submitted in writing via e-mail to Laura Warren, AIA, NCARB, The Warren Group Architects, Inc. Principal, at E-mail: [lwarren@twgarch.com](mailto:lwarren@twgarch.com) and carbon copy Crystal Lopez at [chavez@twgarch.com](mailto:chavez@twgarch.com). Please provide your e-mail address to [Laura Warren, AIA, NCARB and Crystal Lopez]. Questions or requests for interpretation must be received no later than seven (7)

calendar days prior to the proposal due date of **February 2, 2024**. Clarification(s) for questions received will be issued no later than 5 p.m. on **January 29, 2024**. Answers will be issued in writing via e-mail to all proposers who provide an e-mail address for this purpose. Oral or other non-written interpretations or clarifications will be without legal effect.

5. REQUIREMENTS OF COMPETITIVE SEALED PROPOSALS

In order for your competitive sealed proposal to be evaluated it must contain the following completed information organized as follows:

- A. Competitive Sealed Proposal Form
- B. Contractor's Qualification Statement
- C. Required Certification Forms

6. OFFEROR'S REPRESENTATIONS: By submitting his/her competitive sealed proposal, the offeror represents he/she:

- 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.

7. COMPETITIVE SEALED PROPOSALS

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

Competitive Sealed Proposal  
TRIUMPH PUBLIC HIGH SCHOOLS – RGV  
Renovations and New Construction TPHS-Mercedes  
Attn: [Frances Berrones-Johnson], [Superintendent/CEO]

- B. Competitive Sealed Proposals from offerors will be submitted electronically via ShareFile. It is the responsibility of the offeror to allow enough time for the electronic uploading of the Competitive Sealed Proposal. Individual online access folders will be created for each offeror to submit their electronic Competitive Sealed Proposal. All interested offerors are required to request in writing Online Procurement and Contracting Documents via email: Contact Crystal Chavez via email at [chavez@twgarch.com](mailto:chavez@twgarch.com) and carbon copy Erika Garza [admin@twgarch.com](mailto:admin@twgarch.com) for a link. Downloading these documents will ensure all interested offerors will automatically receive any updates via e-mail. Telephone, telegraphic, e-mailed, or faxed proposals or proposal modifications will not be accepted.
- C. Proposals received prior to the advertised hour of opening will be kept securely sealed. The owner's representative whose duty it is to open them will decide when the specified time has arrived and no proposal received thereafter will be considered. The owner or his representatives will not be responsible for the premature opening of, or the failure to open, a proposal not properly addressed or identified.

- D. 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 the owner. All information must be provided specifically as outlined in paragraph 9 below or the Proposal will not be evaluated.

## 8. EVALUATION OF COMPETITIVE SEALED PROPOSALS

Within forty-five (45) days after the opening of the competitive sealed proposals, TRIUMPH PUBLIC HIGH SCHOOLS – RGV and the Architects shall review all proposals and first see if they contain the information required in Paragraph 5, “Requirements of Competitive Sealed Proposals”. If the proposal does, then TRIUMPH PUBLIC HIGH SCHOOLS – RGV and the Architects shall evaluate and rank the proposals in accordance with the offerors' submission of information related to the evaluation criteria.

## 9. SPECIFIC PROPOSAL REQUIREMENTS

- A. Based on the qualifications information provided, once the Contractor is selected, the Contractor 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 day's written notice to the owner, if such is possible.
- B. The Contractor shall comply with all requirements and procedures set forth in the Texas Government Code § 2269, and any other applicable law.
- C. TRIUMPH PUBLIC HIGH SCHOOLS – RGV and the offeror recognize that “time is of the essence” in the performance of this agreement. TRIUMPH PUBLIC HIGH SCHOOLS – RGV and the offeror agree that it would be impossible for the School 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 the School'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 \$1,000.00 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 time frame. 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 licensed 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 years of all undertaking to Owner, for faithful performance during the preceding five 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

TRIUMPH PUBLIC HIGH SCHOOLS - RGV, the owner, reserves the right to reject any and all competitive sealed 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 ninety (90) 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. The School and its architect may discuss with the selected offeror, options for a scope or time modification and any price change associated with such modification.
- C. Offeror's prices are firm for ninety (90) days after timely receipt of the competitive sealed 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 School or the project 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 offeror's proposal.

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

## 18. CONTRACT FORMS

In submitting its proposal, offeror agrees to enter into and execute the Contract Documents, if awarded, on the basis of its proposal. Additionally, to accomplish the work in accordance with the Contract Documents, the offeror further agrees to execute and deliver the Contract Documents (as the below-identified forms have

been modified by the Owner), required bonds and forms within ten (10) days from the date of notification of award of the Contract. If offeror fails to execute and deliver the Contract Documents within the time specified, the offeror will be considered as having rejected the offer to do the work and furnish labor and materials as specified in the Contract Documents.

The latest edition of the following AIA Documents, as modified by the Owner and included as attachments to the Request for Competitive Sealed Proposals, will be used to execute the contract between the Owner and Contractor:

AIA Document A105-2017                      Standard Short Form of Agreement Between Owner and Contractor, as modified by the Owner

19. RETAINAGE

Retainage will be 5% of the cost of the work. Retainage may be reduced for phases of the project that are substantially completed at the Owner's discretion.

20. OWNER

Whenever the term "Owner" or the "School" is used in this specification, it shall refer to TRIUMPH PUBLIC HIGH SCHOOLS - RGV, McAllen, Texas. All papers required to be delivered to the Owner, unless otherwise specified, shall be delivered to Attention: Frances Berrones-Johnson Superintendent/CEO, TRIUMPH PUBLIC HIGH SCHOOLS - RGV, 707 Lindberg Avenue, McAllen, Texas, 78501.

21. ARCHITECT

Whenever the term "Architect" is used in this specification, it shall refer to Laura Warren, AIA, NCARB, 804 South Main Street, McAllen, TX 78501, [956-994-1900], who by contract is authorized by the owner to prepare all contract documents as well as administer the construction contract. Contact: Laura Warren, AIA, NCARB, email: lwarren@twgarch.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 Hidalgo County, Texas.

24. MINIMUM SCOPE OF WORK FOR CONSTRUCTION SERVICES

TRIUMPH PUBLIC HIGH SCHOOLS – RGV is seeking the services of a contractor with the compatible experience, style and approach to provide construction services for this project. Working collaboratively with TRIUMPH PUBLIC HIGH SCHOOLS – RGV and the entire project team, the contractor will be required to provide the following construction services.

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.

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.

Additional Owner Expectations:

During the phases outlined herein, TRIUMPH PUBLIC HIGH SCHOOLS – RGV will have the following expectations of the Contractor:

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

The Contractor shall attend and actively participate in regular meetings with the Owner and Architect to review project status.

The Contractor will be accountable for completion of the project within the construction budget and on or before the Substantial Completion date.

The Contractor will prepare, and periodically update, a Project Schedule for the Architect's and the Owner's review. At each project development milestone, each estimate shall be in a format that allows comparison from one milestone to the next.

**III. COMPETITIVE SEALED 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 TRIUMPH PUBLIC HIGH SCHOOLS - RGV.
- 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.
- c) Offeror further affirms that this Proposal is made in strict conformity with all of the conditions, contingencies and requirements set forth stated in every part of the Contract Documents, and that Offeror has inspected the Project site and reviewed the Advertisement for Competitive Sealed Proposals, Contract, General Conditions, Supplementary Conditions, Drawings and Specifications, Modifications, and Addenda setting forth the requirements of the Work. This Proposal and such further terms and provisions as may be provided by the school shall become part of the Contract Documents.
- d) Based on a notice to proceed being issued prior to February 23, 2024, the Offeror agrees to complete all work as indicated in the Contract Documents or be subject to liquidated damages provisions contained therein.

FEE PROPOSAL:

Total of Lump Sum Price for all work shown in Contract Documents: \$ \_\_\_\_\_ (Dollars).

Offeror agrees to provide all necessary tools and equipment, do all the work, and furnish all materials, and do everything required to carry out the Work covered by this Proposal in strict accordance with the Contract Documents and the requirements pertaining thereto for the Lump Sum set forth above.

ADDENDA:

The undersigned acknowledges receipt of Addenda and Required Certifications attached.

FIRM INFORMATION:

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

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

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

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

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

Dated \_\_\_\_\_, 20\_\_.

Signed \_\_\_\_\_

Name, Title

**IV. CONTRACTOR'S QUALIFICATIONS STATEMENT**

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

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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: \_\_\_\_\_

DESIGNATED

CONTRACT: \_\_\_\_\_

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

TYPE OF WORK:

General Construction \_\_\_\_\_ HVAC \_\_\_\_\_  
Plumbing \_\_\_\_\_ Electrical \_\_\_\_\_  
Other \_\_\_\_\_ (please specify)

**1. Organization**

1.1 How long has your organization been in business as a Contractor? \_\_\_\_\_ years

1.2 How long has your it been in business under its present 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.

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

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### 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.

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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, location, construction delivery method, 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, location, construction delivery method, brief description of scope of work, owner's contact person and phone number, architect, architect's contact person and phone number, contract amount, starting date, scheduled completion date, actual completion date, and status of occupancy of the facility during construction.
- 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 Offeror'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.).

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

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 advanced 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 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 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 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 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 TRIUMPH PUBLIC HIGH SCHOOLS - RGV. Indebtedness to TRIUMPH PUBLIC HIGH SCHOOLS – RGV 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 award of this 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 bid in collusion (*An agreement between two or more persons to deceive the school or defraud the school of its rights*) with any other bidder, school board member, or school employee, and that the contents of this bid 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 bid for the intent or purpose of collusion."

PLEASE PRINT OR TYPE

Bidder Name/Title: \_\_\_\_\_ Bidder Signature: \_\_\_\_\_  
\_\_\_\_\_ (must be signed)  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_

**VI. REQUIRED CERTIFICATIONS**

<p><b>Form W-9</b> (Rev. January 2005) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p>	<p>Give form to the requester. Do not send to the IRS.</p>
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 ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	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.

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

Social security number
+       +
or
Employer identification number
+

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

**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 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- 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> <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><u>Check the appropriate box and sign the form.</u></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>	<input checked="" type="checkbox"/>
<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)
	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.

	<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 Standard Form-LLL, "Disclosure of Lobbying Activities" Form in accordance with its instructions.

(3) The undersigned shall require 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>	<input checked="" type="checkbox"/>
<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>	

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

I, the undersigned agent for \_\_\_\_\_ (“Contractor”), certify that Contractor has received 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 has complied 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** \_\_\_\_\_