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

**RFP #23-002**

**GONZALES INDEPENDENT SCHOOL DISTRICT**

**2023 Bond Program**

**Deadline for questions: January 10, 2024, 2:00PM CST**

**Responses due: January 16, 2024, 2:00PM CST**

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## Gonzales Independent School District

The Gonzales Independent School District ("District" or "Gonzales ISD" is seeking to hire a firm or firms under this Request for Proposal ("RFP") for the construction and renovations to existing campuses ("Project") under the construction manager-at-risk method.

### CONSTRUCTION MANAGER SELECTION SCHEDULE

- Questions Deadline: January 10, 2024, 2:00PM CST
- Send Questions to: [amanda.smith@gonzalesisd.net](mailto:amanda.smith@gonzalesisd.net)
- RFP Submission Deadline: January 16, 2024, 2:00PM CST

**Five (5) Hardcopies and a digital PDF copy must be submitted at the ISD Administration Office at the date and time listed above. Proposer can omit any confidential information from the PDF that is provided in the hardcopy. Proposals to be addressed to:**

**Amanda Smith**, Chief Financial Officer  
Gonzales Independent School District  
1615 Saint Louis Street  
Gonzales, TX 78629  
830-672-9551

- Possible Interviews: January 24, 2024
- Possible Submission to Board: February 2024

#### Notes:

- The District will be closed from December 23, 2023 until January 8, 2024.
- The District may alter the schedule if it is determined that a schedule alteration would better allow the District to select the firm or firms that provide the best value to the District. Vendors may contact the District for any modifications.

Submitters may use either "RFP" or "Proposal" on their package submission but should clearly state on the cover of the delivery product that the package is for the "Construction Manager At Risk" "RFP" or "Proposal" so that the District can clearly separate out the responses to this RFP from other deliveries not related to this competitive procurement. By submission of the firm's response or proposal under this RFP, submitters agree that all submitted materials will become the property of the Gonzales ISD and that all responses and any and all costs related to any part of this RFP are submitted voluntarily and without charge or any cost to the District. **Submitter agrees by submission of a response or proposal to this RFP, there shall be no liability to the District, its Trustees, officers, employees, or agents related to the submission of this RFP.**

The District reserves the right to divide the Project into separate projects and hire one or more firms for each of the subprojects.

If Gonzales ISD believes that clarification is necessary or advisable, a clarifying addendum will be distributed to all prospective contractors. Gonzales ISD will not be bound by any oral or other informal explanation of the requirements of the RFP documents.

## Gonzales Independent School District

### PROJECT(S) DESCRIPTION

This project includes a Career and Technical Education Building, Ag Barn, various renovations and improvements at several campuses, and necessary utility work. Estimated cost of the work is \$44,000,000. Schedule of work is estimated to be March 2024 to August 2026.

**Waiver by Responding Construction Management Firms (“Respondent”):** BY SUBMITTING A RESPONSE, THE RESPONDENT AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE GONZALES INDEPENDENT SCHOOL DISTRICT, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY RESPONSE; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, THE RFP, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY RESPONSE OR ANY PART OF ANY RESPONSE; (4) WAIVER BY THE GONZALES INDEPENDENT SCHOOL DISTRICT OF ANY TECHNICALITIES IN THE RFP PACKAGE OR ANY RESPONSE; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE RFP SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED RESPONSES; AND/OR (6) THE AWARD OF A CONTRACT, IF ANY.

By submitting a proposal, each proposer agrees to exhaust its administrative remedies under District’s (Gonzales ISD) District Policy before seeking judicial relief of any type in connection with any matter related to this solicitation or the award of any contract. **NO CONTRACT AWARDED REFERABLE TO ANY OF THESE PROJECTS WILL INCLUDE A PROVISION FOR BINDING ARBITRATION.**

The District reserves the right to reject any or all responses, to waive any irregularities and/or technicalities in proposals received, or award a part but not all of the work involved in the Project. The District, in its sole discretion, will determine whether any or all of the proposals are responsive and reserves the right to make a determination as to whether any one or more Respondents are qualified.

The submission of a response to this RFP is an offer by the Respondent to contract only and does not constitute a contract. There will be no contractual obligations on the part of the District to any Respondent, nor will any Respondent have any property interest or other right in a contract unless and until all terms of the resulting contract in a form substantially similar to the contract issued as part of this RFP have been agreed upon by the District, including, without limitation, the cost for the services; all provisions of the contract have been negotiated to the satisfaction of the District; the contract is unconditionally signed by the District and the selected Construction Manager; the contract is delivered by all parties; and all conditions to be fulfilled by the Respondent prior to contracting have either been so fulfilled by the Respondent or waived in writing by the District.

#### Restricted and Prohibited Communications:

The District shall implement a “Code of Silence” to enforce its commitment to ethical contracting standards and improve accountability and public confidence. It is important to avoid both the appearance of conflicts and actual conflicts of interest. During the period between the date the District issues this RFP and the execution of the contract between Gonzales ISD and the Construction Manager who is awarded a contract, if any, Respondents shall restrict all contact with the District and direct all questions regarding this RFP, the Construction Manager’s response, the interviews, the solicitation process, or any other matter regarding the

solicitation, including questions regarding terms and conditions, only to the District's representative(s) as named in this RFP. Do not contact members of the Board of Trustees or other employees of the Gonzales Independent School District. Contact with any of these individuals after issuance of the RFP and before selection of a construction manager is made, may result in disqualification of the Respondent's response.

## Gonzales Independent School District

### SELECTION PROCESS

1. The construction for this Project will be as a construction manager-at-risk method as set forth in Texas Government Code Chapter 2269, Subchapter F. The selection process for this Project will be accomplished in a one-step process as provided in the Texas Government Code § 2269.253.
2. The District will receive all of the responses to this RFP. All responses must include the completed Felony Conviction Notice (see **Appendix A**), the Conflict of Interest Questionnaire (see **Appendix D**), and the Affidavit of Non-Collusion (see **Appendix E**).
3. In accordance with the schedule published in this RFP, the District will evaluate and rank each submission in relation to the criteria set forth in the RFP.
4. An evaluation committee appointed by the Administration and/or the District Board of Trustees will review the timely submitted responses and may also prepare a short list of three (3) to six (6) firms that may be interviewed or be asked to make presentations to the evaluation committee, a committee of the Board of Trustees, or the full Board of Trustees. The evaluation committee will make recommendations to the District's Board of Trustees as to the ranking of the firms. The evaluation committee will consist of one or more Gonzales ISD administrators.
5. Submissions will be evaluated and ranked by the evaluation committee. The ranking will be based upon the criteria stated in this RFP and as set forth on the CM At-Risk Evaluation Form as indicated in **Appendix B**.
6. The fees submitted by the Respondent on the form in **Appendix C** will be a part of the consideration for selection.
7. The final selection of one or more firms for the Project (or subprojects) will be based on an evaluation of criteria set forth in this RFP to determine the best value to the District. The District reserves the right to waive any informality and to reject or accept any or all responses or parts of any and all responses.

# PROPOSAL QUESTIONNAIRE

As part of your response, you must provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format.

**1. Firm Information:**

Name of firm:

Address of principal office:

Phone, Fax:

Email Address:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, Other?):

Year founded:

Primary individual to contact:

Home phone of primary individual:

Cell phone of primary individual:

Email address of primary individual:

**2. Organization:**

2.1 How many years has your organization been in the business of construction in its current capacity?

2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated? What other construction companies have Principals of your organization operated? The word "Principal" as used herein has the meaning set forth in Section 4.3.

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

- Date of incorporation
- State of incorporation
- President's and CEO's name
- Vice-President's name(s)
- Secretary's name
- Treasurer's name.

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

- Date of organization
- Type of partnership (if applicable)
- Names of General Partner(s).

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

- Date of organization
- Name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the managers/ principals.



- 2.7 Provide a list of proposed personnel who would be assigned to the Project if selected and that person's resume and qualifications for performing services under a contract for this Project if selected. State the primary work assignment and the percentage of time key personnel will devote to the Project.
- 2.8 List licenses and trade categories in which your organization is legally qualified to do business and indicate registrations or license numbers, if applicable.
- 2.9 List jurisdictions in which your organization's organizational documents and trade name are filed.

**3. References:**

Provide five (5) references (school district references preferred). Identify the project(s), the representative of the project owner and the representative of the architect (provide name, telephone number and fax number) who the District may contact as references regarding your organization's services. References should include owners of education projects of comparable scope to the Project. The District reserves the right to determine the necessity or advisability of calling references.

**4. Experience:**

- 4.1 List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces or to bid all work to subcontractors? What procedures will be taken to inform the District on self-performed work?
- 4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
- 4.3 Describe your management philosophy for the Construction Manager-at-Risk construction delivery method.
- 4.4 Claims and suits. The following questions pertain to claims and suit in which your firm was involved and any claims and suits in which other entities or organizations were involved to the extent that a president, vice-president, officer, partner, managing partner, manager, or other principal (individually and collectively "Principal") of your firm (the responding firm) was involved, with which the Principal was associated, or in which the Principal had an ownership interest (involvement, association, and ownership individually and collectively are referred to below as "involved") in such entity or organization at the time the acts or omissions giving rise to the claim or suit accrued. If the answer to any of the questions below is yes, please attach details, including, without limitation, the name of the organization with which you or your principal was associated that was involved in the suit or claim; the other party to the construction contract or subcontract; the scope of the project; the budget for the project; the cause of action claimed under the lawsuit; the basis of the claim, lawsuit or arbitration; the amount of money involved; if resolved or settled, how settled or resolved; and the name of prevailing party / organization:
- 4.5 Has your organization or organization in which a Principal was involved ever failed to complete any work awarded to it? Describe.

- 4.6 Has any project owner ever terminated a contract with your firm or other entity in which a Principal was involved? Describe.
- 4.7 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers or against any organization in which a Principal was involved? Describe.
- 4.8 Has your organization or any organization in which a Principal was involved filed any lawsuits or requested arbitration with regard to construction contracts within the last 5 years? Describe related circumstances.
- 4.9 Has your organization or any organization in which a Principal was involved been involved in nonbinding mediation, binding arbitration, or litigation involving a Texas public school district within the last 5 years? Describe.
- 4.10 Within the last five years, has any Principal of your organization ever been an officer or Principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
- 4.11 Current work:  
List the major construction projects your organization has in progress, giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date.
- 4.12 Identify and describe five (5) of the most recent projects your firm has undertaken within the past 5 years for providing Construction Manager-at-Risk services that are MOST RELATED TO SCHOOL DISTRICT PROJECTS. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
- Project name, location, contract delivery method and description
  - Color images (photographic or machine reproduction)
  - Final construction cost (with comparison to the budget and to the Contract Sum/GMP)
  - Total value of all change orders
  - Final project size in gross square feet
  - Type of construction (new, renovation or expansion)
  - Completion date
  - Owner and architect (include contact information for both)
- 4.13 Describe any construction services provided to Gonzales ISD in the past.
- 4.14 Are there any liens on completed or substantially completed projects? If so, please describe.
- 4.15 Describe your organization's concepts for working in a team relationship with the owner, the owner's architect, and the owner's program manager during the design and construction of major projects. Describe your organization's methods for estimating costs and for scheduling during the design/document's phases. Which (one or more) of your projects listed above best exemplify these concepts and experiences?

- 4.16 Provide a detailed list of all Preconstruction and Construction services you will provide to the District and the District's architect ("Architect") on this project.

**5. Financial Capacity:**

- 5.1 Attach a recent audited financial statement; include your organization's latest balance sheet and income statement showing the following items:
- Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
  - Non-current assets (e.g., net fixed assets, other assets.)
  - Current liabilities (e.g., accounts payable, notes payable, (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes.)
  - Non-current liabilities (e.g., notes payable.)
  - Capital accounts and equity positions (e.g., capital, capital stock, authorized and outstanding shares per value, earned surplus and retained earnings.)
- 5.2 Name and address of firm preparing attached financial statement and date thereof.
- 5.3 Is the attached financial statement for the identical organization names under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary.)
- 5.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- 5.5 Provide name, address, and phone number for bank reference.
- 5.6 Surety: Name of bonding company, name and address of agent. In accordance with Texas Government Code §2269.258(a), if a guaranteed maximum price ("GMP") has not been determined at the time the contract is awarded, the Construction Manager shall deliver bonds within ten days after execution of the contract with penal sums equal to the Project budget unless the Construction Manager furnishes a bid bond or other financial security acceptable to the District to ensure that the Construction Manager will furnish the required performance and payment bonds when a GMP is set. State whether the Respondent will be able to deliver payment and performance bonds in accordance with Texas Government Code §2269.258(a) and Chapter 2253.
- 5.7 Within the past 7 years has your organization, any officer or Principal of your organization, or any predecessor filed for bankruptcy? (if yes, please detail)
- 5.8 Within the last 7 years, has your organization been denied any bond applications? If so, provide the name and contact information for the bonding company, and a brief statement as to why your bond application was denied. Also provide information relating to your entity's bonding capacity and whether, within the last 7 years, any project owner filed against a performance bond or a subcontractor filed against a payment bond on a project which your organization or an organization in which a Principal was involved.

## **6. Cost and Fees:**

### **6.1 Savings:**

Describe your organization's concept for the disposition of savings realized during construction. Is the full amount or a percentage thereof returned to the owner?

### **6.2 Cost Estimate:**

Attach a sample conceptual cost estimate prepared during the design phase of a project, and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided.)

### **6.3 Contingencies:**

Respond to each of the following items by separate paragraph:

#### **6.3.1 Pre-Construction Services**

- Describe your organization's concept for cost contingencies during all design phases. What is the maximum amount of contingency your organization proposes for each phase?

#### **6.3.2 Construction**

- What is the maximum amount of your construction contingency your organization proposes for this phase?
- How do you propose to document changes to your contingency during construction?
- How are buy-out funds documented during the construction phase?
- Should buy-out funds be allocated to the contractors, owners or a general construction contingency fund to be used by both the contractor and the owner?
- What is your organization's concept for the disposition of contingency funds after the completion of the Project?
- Describe your company's concept of owner contingency and project contingency. How are these funds allocated back to the District?

### **6.4 Cost Information:**

Your firm would be required to make all cost information during design and construction available to the District and the District's architect ("Architect"). Describe how this information would be furnished and how the District and Architect would be assured that it is complete and accurate. Any resulting contract would permit the District to audit the organizations cost information related to the Project. Describe the organization's philosophy and experience with audits of construction manager-at-risk projects.

### **6.5 The Respondent is required to include in its response the fees as described herein.**

#### **6.5.1 Preconstruction Services Fee**

To include personnel expenses, Project estimates, preliminary Project schedule, value engineering and constructability reviews, overhead and profit, and other services described below, through the Design Phase portion of the Project.

6.5.2 Construction Phase Services Fee

To include overhead and profit to administer the Projects' construction, including, but not limited to, the services listed below through the Construction Phase of the Project.

The fee quoted will not include direct project management expenses (on-site personnel expenses) or direct project expenses. These items shall be included in the Construction Manager's anticipated indirect costs that will be included in the construction manager's fee for overhead.

Describe the method of payment your firm would desire, including when various fees would be due.

6.6 Anticipated General Conditions

The list of anticipated indirect costs/ general conditions ("General Conditions") that are expected to be included as part of the construction of the Project and the basis for the Respondent's General Conditions fee is included in **Appendix C**.

General Conditions:

Notwithstanding the list of General Conditions set forth in **Appendix C**, the Respondent shall include an itemized list and cost breakdown of all General Conditions the Respondent considers will be applicable to the Project and covered by the Respondent's General Conditions fee. Include all site costs for the job personnel as well as all reimbursable overhead items. The total amount shall be provided in both percent (%) and dollar amount for the Project.

**7. Safety:**

7.1 Describe your safety program and safety philosophy.

7.2 List any major safety violations, citations, or issues your organization has experienced in the past five (5) years.

**8. Description of Services:**

8.1 Provide evidence firm has the ability to perform services described in Attachment 1, Attachment 2 and Attachment 3.

**9. Owner/Contractor Agreement:**

The owner will utilize the AIA A133-2019 Standard Form of Agreement. AIA Document A133-2109 is intended for use on projects where a construction manager, in addition to serving as adviser to the owner during the preconstruction phase, also provides construction of the project with a guaranteed maximum price. The construction manager provided the owner with a guaranteed maximum price proposal, which the owner may accept, reject, or negotiate. Upon the owner's acceptance of the proposal by execution of the Guaranteed Maximum Price Amendment, the construction manager becomes contractually bound to provide labor and materials for the project and to complete construction at or below the guaranteed maximum price. The document divides the construction manager's services into two (2) phases: the preconstruction phase and the construction phase, portion of which may proceed concurrently in order to fast track the process. A133-2019 is drafted to be used in conjunction with a new Insurance and Bond Exhibit which is a critical part of the Agreement and should be discussed with legal and insurance counsel.

## CRITERIA FOR SELECTION

Gonzales ISD will utilize the evaluation form attached as **Appendix B** to evaluate Respondents and will consider the following criteria in selecting the firm or firms to which a contract may be awarded under this RFP:

1. Organization - 10%
2. References - 10%
3. Experience – 25%
4. Financial Capacity – 5%
5. Cost and Fees – 25%
6. Safety – 10%
7. Description of Services – 15%

The District also shall consider and apply any existing laws or rules including any criteria related to historically underutilized businesses and the use of women, minority, small, or disadvantaged businesses, if applicable.

## **ATTACHMENT 1**

### **PRE-CONSTRUCTION SERVICES (Minimum Required)**

- Establish Project **GOALS AND PRIORITIES**
  - Establish procedures for decision making, review, etc.
  - Outline responsibilities of the District, Architect, construction manager, contractors and third parties.
- Develop an **OVERALL MANAGEMENT PLAN AND CPM MANAGEMENT** of critical design and construction dates in order to accomplish the stated objective.
- **DESIGN COST PLANNING**
  - Prepare computerized estimated system.
  - Develop, implement, and monitor cost model for continuous budget control.
- **CONSTRUCTION DOCUMENTS**
  - Review the drawings and specifications relative to bid packages.
  - Develop bid package requirements in accordance with Sections 2269.255 and 2269.256 of the Texas Government Code.
  - Schedule and conduct pre-bid conferences.
  - Review and analyze bids in accordance with Sections 2269.255 and 2269.256 of the Texas Government Code.
  - Update Project budget and schedule consistent with actual bids.
  - Develop a detailed CPM network schedule.
  - Provide a Guaranteed Maximum Price proposal for the Project that will include all requirements as set forth in the resulting contract.

## **ATTACHMENT 2**

### **CONSTRUCTION PHASE SERVICES (Minimum Required)**

- Manage the **GMP DOCUMENTATION**, including:
  - Detailed quantity surveys, pricing.
  - Procurement strategy and implementation.
- **Establish the BUDGET BY BID PACKAGE**
- Prepare a detailed **SCHEDULE** derived from detailed quantities for each bid package to satisfy milestones.
- **SITE UTILIZATION STUDY**
  - Coordinate mobilization and plan logistical requirements.
  - Project office and material staging locations.
  - Ingress, egress.
  - Security requirements of District.
- **Prepare SUBCONTRACTOR BID OR PROPOSAL PACKAGES, including:**
  - Project Manual, outlining the requirements of the construction.
  - Schedule (by bid or proposal package interface).
  - Detailed scope of work.
  - Detailed document listing.
  - Proposal forms for each bid or proposal package.
  - Form of contract and purchase order forms.
  - Insurance requirements.
  - Bonding requirements.
  - Prequalification of bidders/ proposers.
  - Other special requirements.
- **CONDUCT PRE-BID MEETINGS for each bid or proposal package, addressing:**
  - Project requirements.
  - Document review for specific questions.
  - Sequence/schedule review.
  - Site restrictions.
  - Other questions raised during discussions.
- **RECEIVE BIDS:**
  - Generate interest in vendors/contractors.
  - Advertise or solicit for bids/proposals.
  - Conduct bid/proposal openings.
  -



## **ATTACHMENT 2 (continued)**

### **CONSTRUCTION PHASE SERVICES**

- Receive bids on all portions of the work, with the exception of work specifically approved by the District in advance when appropriate to schedule or logistics.
- Prepare tabulations for each bid or proposal package.
- Review responses for compliance with contract documents.
- Review apparent low vendor's qualifications, past experience and liquidity.
  
- **CONDUCT PROPER AWARD OF CONTRACTS/PURCHASE ORDERS:**
  - Conduct pre-award meetings.
  - Review schedule of values.
  - Review subcontractors' general conditions.
  - Review scope of work.
  - Identify shop drawing requirements.
  - Perform document review and specifications review.
  - Review contractors' personnel:
    - Project Managers
    - Superintendents
    - Foremen
  - Establish quality requirements and standards.
  - Review sequence and schedule.
  - Identify accounting requirements.
  - Review insurance requirements.
  - Review safety and security requirements.
  - Recommend award of contracts in written form for review and approval to the District/Architect indicating both the amount of the subcontract and any additional scope added by the Construction Manager.
  
- **PREPARE AND ISSUE AS CONSTRUCTION MANAGER:**
  - Contracts.
  - Rental agreements.
  - Budget adjustments for all transactions.
  - Computerized accounting for tracking and projections.
  
- **PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS:**
  - Establish site organization, including work and storage areas.
  - Establish jobsite management organization and jobsite procedures.
  - Maintain daily log for jobsite record.
  - Provide general conditions work to meet Project requirements.
  - Prepare and issue change orders and contracts.
  - Prepare subcontractor change orders and contracts.
  - Monitor construction cost and projections.
  - Prepare and maintain cash flow projection for District.

## **ATTACHMENT 2 (continued)**

### **CONSTRUCTION PHASE SERVICES**

- Monitor and maintain quality control.
  - Shop drawing control
  - Equipment and material control.
  - Provide and monitor overall progress and short interval scheduling.
  - Prepare billings and progress payments.
  - Conduct subcontractor coordination meetings.
  - Provide coordination between subcontractors.
  - Prepare and receive requests for information.
  - Prepare agendas and conduct weekly safety and progress meeting.
  - Prepare and distribute weekly safety and progress meeting minutes.
  - Establish subcontractor progress payment procedure for processing and payment.
  - Monitor subcontractor pay applications.
- **MONTHLY REPORT:**
    - Summarize project financial status.
    - Review and summarize past month's construction performance.
    - Project the coming month's construction activities.
    - Present status report on change orders – delays and time extensions.
    - Identify problems that threaten construction quality, cost and schedule.
- Provide **CHANGE ORDER CONTROL:**
    - Implement system for change orders.
    - Allocate change order responsibilities.
    - Review change order requests from subcontractors.
    - Negotiate change orders with subcontractors.
    - Submit recommendations to District/Architect/District's Program Manager.
- Provide **CONTROL FOR THE EXPENDITURE OF CONTINGENCY AND ALLOWANCE FUNDS:**
    - Implement system for contingency and allowance funds.
    - Allocate responsibilities related to contingency and allowance funds.
    - Review change requests from subcontractors that affect contingency and allowance funds.
    - Negotiate amounts with subcontractors.
    - Submit recommendations to District/Architect/District's Program Manager.
- Establish a **QUALITY MANAGEMENT PROGRAM:**
    - All members of the team participate in the quality control effort.

## **ATTACHMENT 2 (continued)**

### **CONSTRUCTION PHASE SERVICES**

- Project Scope Review:
    - Intended purpose.
    - Are the Project needs met?
    - Existing conditions reviewed.
    - Future needs.
  - Incorporate Restrictive Conditions in documentation to include:
    - Social environment, influence of neighbors, environmental impact.
    - Natural conditions, grounds and peripherals.
    - Research on legal requirements.
    - Research on existing structures, facilities.
  - Review of Design Development for:
    - Complete construction documents in the order they are to be purchased and constructed.
    - Complete documents for pre-purchased equipment.
    - Design compatibility with future operation and maintenance.
    - Constructability.
  - Coordinate schedule and assist independent testing and inspection agencies selected by the school district, involving the following work:
    - Underground piping
    - Soils
    - Concrete
    - Rebar
    - Miscellaneous steel
    - Structural steel
    - Mechanical systems
    - Electrical
    - Life safety systems
    - Energy management systems
    - Others as required
  - Work with area superintendents of subcontractors.
    - Prepare operations to minimize quality control problems.
  - Require formalized quality management program from subcontractors:
    - Ensure conformance to Project's quality standards previously established.
  - Follow-up to assure correction of deficiencies on test reports.
- **ACCOUNTING FUNCTIONS:**
    - Insurance requirements
    - Schedule of values review
    - Labor cost reports
    - Material cost reports
    - Unit cost reports

## **ATTACHMENT 2 (continued)**

### **CONSTRUCTION PHASE SERVICES**

- Monthly detail cost sheet
  - Monthly job costs
  - Accounts payable
  - Monthly Project billing
- 
- **AUDITS:**

The District will retain the right to audit any or all accounting records of this Project upon demand for up to two years after final completion of the work or final acceptance of the work by the District, whichever is later. The audits may include, without limitation, all cost reports, payment application documentation, check registers, any or all payments made to subcontractors, companies or individuals, for all work, supplies, equipment, and other items and activities associated with this Project. One of the purposes of the audit is for the District and any applicable governmental agency to have a complete accounting of all costs. The accounting method must clearly show the breakdown of the following as a minimum:

    - Unit and material cost
    - Invoices
    - Specific wage rates (unburdened actual costs) for all trades
    - Documentation of actual burden and benefit costs for all personnel chargeable to the Project.
    - Premium time mark-ups for all trades, if any
    - Contractor's fee
    - Materials mark-up
    - Subcontractors mark-ups
    - Insurance and bond costs
    - Equipment and tool rental costs
    - Any other documentation required or requested

Audits may occur at regular or irregular intervals. The Construction Manager must be able to provide documentation required upon request within 24 hours during the duration of the Project and for the time frames thereafter as required under the Texas Record Retention laws. Audits will use the proposal and bidding information as the basis for verification of costs at each audit. The Construction Manager is to provide certification and reconciliation of all Project costs to the District at the completion of the Project.
  - **JOB SAFETY OBJECTIVES:**
    - Conduct weekly safety meeting:
    - Implement Project safety requirements.
    - Review subcontractor safety programs.
    - Subcontractor conformance, initiate knowledge of OSHA requirements:
    - Subcontractor responsible for costs and damages.
    - Submission of accident and injury reports.
    - Subcontractor safety programs.
    - Provide twenty new OSHA approved hard hats for District personnel or Board to be used for site visits.

## **ATTACHMENT 2 (continued)**

### **CONSTRUCTION PHASE SERVICES**

- Require subcontractor safety representative.
  - Require forty-eight hour reports.
  - Require weekly toolbox safety meeting.
  - Maintain safety meeting minutes.
  - Inform subcontractors of procedures.
  - Enforce alcohol and drug programs by subcontractors.
  - Implement and maintain clean-up.
- **JOB SITE SECURITY FUNCTIONS:**
    - Monitor and control employee, vendor and public access to the jobsite.
    - Monitor and control material and equipment deliveries to the jobsite.
    - Monitor and control material and equipment being removed from jobsite through a material release form.
    - Monitor and control site traffic.
    - Monitor and perform periodic checks for alcohol and drugs.
    - Monitor and control tools.
    - Monitor material storage.
    - Monitor trailers and all equipment within.
    - Maintain proficiency first-aid and CPR programs.
    - Monitor compliance with district's No Smoking policy.
    - Monitor compliance with district's weapon-free zones.
    - Monitor and control employee, vendor access or interaction with students and staff.
    - Monitor and control compliance with District's harassment-free environment for students and staff.
    - Monitor and control employee, vendor theft.

- **HUMAN RESOURCES:**

As construction managers, provide assistance and policies on Equal Employment Opportunity, minority and women-owned business enterprises, sexual harassment or discrimination, drug abuse program, labor relations, employment transfers or reassignments and assuring proper personnel for Project requirements.

- **BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION:**

The requirements for Felony Conviction Notification and Drug Testing will be required for all personnel who enter the job site and construction site at any time during which District employees and students are located within the vicinity of the work site.

## **ATTACHMENT 2 (continued)**

### **CONSTRUCTION PHASE SERVICES:**

Criminal History Background Checks and Drug Testing Construction Manager, all Subcontractors, and all Sub-subcontractors shall ensure that any person assigned to perform work at any District location under the Contract meets the following criterion:

- No records in the Texas DPS Sex Offender Registration database.
- No felony convictions, open deferred adjudications, or pending criminal trials in jurisdictions checked for crimes involving sex, violence or any other offense against or injury to a child.
- No felony convictions, open deferred adjudications or pending criminal trials in jurisdictions checked for the past seven (7) years, except for crimes involving sex, violence or any other offense against a child for which there is no time limit.
- No misdemeanor convictions, open deferred adjudications or pending criminal trials in jurisdictions checked for crimes involving sex or any other offense against a child.
- No misdemeanor convictions, open deferred adjudications or pending criminal trials in jurisdictions checked for the past seven (7) years for crimes involving violence.
- No positive drug test results. Drug test shall consist of a five-panel screen for drugs of abuse. Substances and cut-off levels shall be consistent with Department of Transportation requirements. All positive results shall be laboratory confirmed and independently verified by a Medical Review Officer (MRO).

Throughout the duration of its work on the Project and before starting work on same, Construction Manager shall comply with all fingerprinting and criminal history check requirements under Sections 22.0834 and 22.08341 of the Texas Education Code, including by way of written certification of compliance to the District.

Construction Manager shall perform and shall require, as a condition of contracting, all Subcontractors and all Sub-subcontractors to perform criminal history background checks and drug testing on any person who is assigned to perform any work at any District location under the Contract and shall promptly produce to the District the district location under the contract and shall promptly produce to the District the results of such background checks and drug testing upon request. A drug test will be demanded of any person noticeably under the influence of drugs or other related substances.

Construction Manager to provide 30 "Visitor" badges for check-out at the Project office. A photo identification badge shall be issued to those persons meeting the screening criterion described in Section 1.1.1. Any person who is assigned to perform any work at any District location under the contract shall be required to wear their identification badge while on site; park only in designated parking area; and refrain from the use of tobacco products, drinking alcoholic beverages, carrying weapons, speaking profane and/or offensive language, or engaging in any interactions of any nature whatsoever with students and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for District's students and staff. All areas of the affected District school facilities and campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise.

## **ATTACHMENT 3**

### **POST CONSTRUCTION PHASE SERVICES:**

- **PROJECT POST CONSTRUCTION SERVICES:**

- Final acceptance by the District is conditioned on completion and submission of all items.
- Provide operating and maintenance manuals.
- Secure and assemble warranties or guarantees.
- Provide check-out of equipment.
- Instruct operating personnel in equipment operating and maintenance procedures.
- Assist in actual start-up of equipment.
- Implement close-out procedures and ensure requirements are met:
- Subcontractors' and vendors' final payment
- Resolution of claims
- Final change orders
- Lien releases
- Final lien waivers
- Consent of sureties
- Assist District in enforcement of warranties or guaranties.
- Conduct walk-through with District and Contractor one year after Project completion.

## Gonzales Independent School District

Company Name: \_\_\_\_\_

### APPENDIX A FELONY CONVICTION NOTICE

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**

I, the undersigned agent for the firm names 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.

**VENDOR’S NAME** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL’S NAME (PRINTED):** \_\_\_\_\_

A. My firm is a publicly-help corporation; therefore, this reporting requirement is not applicable.

**Signature of Company Official:** \_\_\_\_\_ **Date** \_\_\_\_\_

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

**Signature of Company Official:** \_\_\_\_\_ **Date** \_\_\_\_\_

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

Name of Felon(s):

\_\_\_\_\_

Details of Conviction(s):

\_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:** \_\_\_\_\_ **Date** \_\_\_\_\_



## Gonzales Independent School District

### APPENDIX B

#### CONSTRUCTION MANAGER AT RISK EVALUATION FORM

Criteria	Weight	Company Name							
1. Organization	10								
2. References	10								
3. Experience	25								
4. Financial Capacity	5								
5. Cost and Fees	25								
6. Safety	10								
7. Description of Services	15								
<b>RANK</b>									

## Gonzales Independent School District

Company Name: \_\_\_\_\_

### APPENDIX C FEE PROPOSAL

Fee Proposal based on:

Scheduled Start: \_\_\_\_\_

Completion Date: \_\_\_\_\_

1. Construction Manager's Fee:

Preconstruction Phase Services: \_\_\_\_\_ % \$ \_\_\_\_\_

Construction Phase Services (profit & overhead) \_\_\_\_\_ % \$ \_\_\_\_\_

2. Premium for 100% Performance and Payment Bonds  
(percentage of Cost of the Work) \_\_\_\_\_ % \$ \_\_\_\_\_

3. General Liability, Automobile Liability and Umbrella  
Liability Insurance (percentage of Cost of the Work) \_\_\_\_\_ % \$ \_\_\_\_\_

4. ~~Builder's Risk Insurance (percentage of Cost of the Work)~~ \_\_\_\_\_ % \$ \_\_\_\_\_

5. General Conditions Fee (percentage of Cost of the Work) \_\_\_\_\_ % \$ \_\_\_\_\_

6. Change Order Fees for Contingency and Allowances (Assuming \$10,000 RCO)

Self-Performed: \_\_\_\_\_ % \$ \_\_\_\_\_

Sub-Contracted: \_\_\_\_\_ % \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

The following is the list of anticipated General Conditions that are to be covered under the percentage/flat fee in paragraph 5:

Superintendent (full time)  
Assistant Superintendents' (as needed)  
Project Manager (as needed)  
Field Operations Manager (as needed)  
Secretarial Support  
Employee Benefits for personnel in GC list

Job Office Rental  
Haul and Set-up Trailer  
Pick-up Truck Rental  
Fuel & Maintenance for Pick-up Truck  
Two-Way Radios

- Ice, cups, drinks
- Fencing
- First-Aid Supplies
- Drug Screens
- Progress Schedules
- Accounting Fees
- Data Processing Fees
- Project Office Machines
- Gasoline, vehicle repair and costs
- Weekly cleanup
- First aid supplies
- Safety training
- Job telephone and cell phone costs
- Job signs
- Temporary toilets

- Gonzales I.S.D \_\_\_\_\_%      CM \_\_\_\_\_%

## **Gonzales Independent School District**

Company Name: \_\_\_\_\_

### **APPENDIX D CONFLICT OF INTEREST QUESTIONNAIRE**

(INSERT ATTACHED FORM – 2 PAGES)

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

**Gonzales Independent School District**

Company Name: \_\_\_\_\_

**APPENDIX E  
NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

By the signature below, the signatory for the firm responding to the Request for Proposals certifies that neither he or she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm submitting a response for this Project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a proposal committed any other act of collusion related to the development and submission of this RFP proposal.

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ the \_\_\_\_\_ of, \_\_\_\_\_ on behalf of said Respondent.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_

## **Gonzales Independent School District**

Company Name: \_\_\_\_\_

### **APPENDIX F RESPONDER DEBARMENT STATEMENT**

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated

Does Responder agree? YES \_\_\_\_\_ Initials of Authorized Representative of Responder



## Gonzales Independent School District

Company Name: \_\_\_\_\_

### APPENDIX G

#### CERTIFICATION OF NON-COLLUSION STATEMENT

Responder certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Responder agree? YES \_\_\_\_\_ Initials of Authorized Representative of Responder

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

Signature of Authorized Representative: \_\_\_\_\_

## **Gonzales Independent School District**

Company Name: \_\_\_\_\_

### **APPENDIX H**

#### **W-9 FORM**

(TO BE COMPLETED BY SELECTED CMR)



## Gonzales Independent School District

Company Name: \_\_\_\_\_

### APPENDIX I

#### CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

##### REQUIRED UNLESS EXCEPTION APPLIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Complete instructions and important information can be located from the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## **Gonzales Independent School District**

Company Name: \_\_\_\_\_

### **APPENDIX J CLEAN AIR AND WATER ACT**

I, the Responder, am in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and understand that contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

(Please Type or Print Clearly)

Name of Company: \_\_\_\_\_

Title of Submitting Official: \_\_\_\_\_

Signature: \_\_\_\_\_

## Gonzales Independent School District

Company Name: \_\_\_\_\_

### APPENDIX K DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Gonzales ISD, during the term of an award for all contracts and sub grants for construction or repair, the Responder will be in compliance with all applicable Davis-Bacon Act provisions.

Does Responder agree? YES \_\_\_\_\_ Initials of Authorized Representative of Responder

## Gonzales Independent School District

Company Name: \_\_\_\_\_

### APPENDIX L BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Gonzales ISD, the Responder certifies that during the term and after the awarded term of an award for all contracts by Gonzales ISD resulting from this procurement process, the Responder certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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 Form to Report Lobbying", 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Responder agree? YES \_\_\_\_\_ Initials of Authorized Representative of Responder

## Gonzales Independent School District

Company Name: \_\_\_\_\_

### APPENDIX M

#### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Gonzales ISD, the Responder certifies that during the term of an award for all contracts by Gonzales ISD resulting from this procurement process, the Responder will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Responder agree? YES \_\_\_\_\_ Initials of Authorized Representative of Responder



## Gonzales Independent School District

Company Name: \_\_\_\_\_

### **APPENDIX N**

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Gonzales ISD, the Responder certifies that during the term of an award for all contracts by Gonzales ISD resulting from this procurement process, the Responder agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Responder agree? YES \_\_\_\_\_ Initials of Authorized Representative of Responder

## Gonzales Independent School District

Company Name: \_\_\_\_\_

### APPENDIX O RESPONDERS CERTIFICATION

The undersigned, by his/her signature, represents that he/she is authorized to bind the Responder to fully comply with the terms and conditions of this Request for Qualifications, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying response form(s), if accepted within thirty (30) calendar days after response opening.

**Public Information Act Cooperation.** Pursuant to Texas Government Code 552, Subchapter J, the Responder agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Responder and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Responder that Responder provide that information to the District.

The Responder must:

1. Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
2. Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Responder upon request of the District; and,
3. On completion of the Contract, either:
  - (1) Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Responder; or
  - (2) Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
4. The requirements of Subchapter J, Chapter 552, Government Code may apply to this Contract, and the Responder agrees that the contract can be terminated if the Responder knowingly or intentionally fails to comply with the requirements of that subchapter.
5. Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

6. If the Responder fails to provide to the District the requested information, Texas Government Code Section 552.373 requires the District to notify the Responder in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Responder fails to remedy the failure, District determines the failure was knowing and intentional, and adequate steps have not been taken to ensure future compliance.

**No Boycott of Israel/No Business with Foreign Terrorist Organization.** Pursuant to Texas Government Code, Chapter 2252, Subchapter F, the District is or may be prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. Pursuant to Section 2270.002 of the Texas Government Code, the District is, or may be, prohibited from entering into a contract with a company for goods or services if that company boycotts Israel or boycotts Israel at any time during the term of the contract. Responder has reviewed the above-referenced Government Code provisions and, insofar as the statute would apply to this contract, Responder hereby verifies to the District that it is not a listed company under Texas Government Code Sections 806.051, 807.051, or 2252.153 and that it does not boycott Israel, and will not during the term of this contract; and the Responder thereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading the District to determine that the Responder was a listed company (Government Code Sections 806.051, 807.051 or 2252.153) at the time of procurement or that it has boycotted Israel during the term of this contract.

**No boycott of energy companies.** Pursuant to Texas Government Code, Chapter 2274 relating to prohibitions on contracts with companies that boycott energy companies, the District is or may be prohibited from entering into a contract with a company for goods and services if that company boycotts energy companies or will boycott energy companies at any point during the term of the contract. Responder has reviewed the relevant provisions of Chapter 2274 and, insofar as the provisions would apply to this contract, Responder verifies that it does not boycott energy companies and will not do so during the term of this contract, and Responder thereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading the District to believe that the Responder boycotted energy companies at the time of procurement or has done so during the term of this Agreement.

**No discrimination against firearm entities.** Pursuant to Texas Government, Chapter 2274 relating to prohibition on contracts with companies that discriminate against firearm-related entities, the District is or may be prohibited from entering into a contract with a company for goods and services if that company discriminates against a firearm entity or a firearm trade association. Responder has reviewed the relevant Chapter 2274 provisions would apply to this contract, and insofar as the provisions would apply to this contract, Responder verifies that it does not discriminate against a firearm entity or a firearm trade association and will not during the term of this Agreement, and Responder hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading the District to determine that the Responder discriminated against a firearm entity or a firearm trade association at the time of procurement or has done so during the term of this Agreement.

NOTE: Responder is strongly encouraged to read the entire solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.

Firm Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Web Address: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_