

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR BUS BARN PROJECT AS PART OF JOB ORDER CONTRACTING SERVICES

PROJECT NO.: CSP# 26-001

ROCHELLE INDEPENDENT SCHOOL DISTRICT
Dr. Matthew Fields, Superintendent of Schools
5902 Lafayette Ave
Rochelle, Texas 76872
E-mail: mfields@rochelleisd.net

ROCHELLE INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS THROUGH JOB ORDER CONTRACTING SERVICES FOR
BUS BARN
PROJECT NO.: CSP# 26-001

Date: September 2, 2026

NOTICE TO PROPOSERS:

The Rochelle Independent School District ("District" or "RISD" or "Owner") is soliciting proposals from qualified firms to provide Job Order Contracting ("JOC") services for minor construction, repair, renovation, rehabilitation, and alteration of District facilities. The District intends to award one or more JOCs pursuant to Texas Government Code Chapter 2269, Subchapter I (Job Order Contracts), and Texas Education Code Chapter 44, Subchapter B. The purpose of this procurement is to establish competitively awarded contracts under which the District may issue individual Job Orders for projects of varying size and complexity in support of timely and cost-effective maintenance and improvements.

Award will be made based on the best value to the District, considering the evaluation criteria set forth in this RFP. The initial Project under the JOC is the design-assist, furnishing, and construction of a pre-engineered covered parking structure commonly referred to as a "bus barn," including a small concrete pad, an extension of the water line sufficient to support bus washing, and electrical infrastructure for lighting. The District may issue additional Job Orders for other construction scopes during the term of the JOC, subject to the terms of the contract and the District's discretion.

The first Project requires a Competitive Sealed Proposal for the following:

> Provide and install a pre-engineered metal canopy structure approximately eighty (80') feet by fifty (50') feet in size for covered parking of buses and other District fleet vehicles. The structure shall provide a minimum fifteen (15') feet of clear vertical clearance above the finished parking surface to accommodate bus rooftop maintenance and cleaning. The canopy shall be substantially open-sided, with up to two (2) wall panels, as directed by the District, to provide additional weather protection. The Work shall include all associated site demolition, preparation and grading necessary to provide suitable access for buses and fleet vehicles to and from the new bus barn location; foundations; structural columns and framing; roofing system; gutters and downspouts; complete electrical rough-in and wiring for lighting; and minor plumbing necessary to provide a water supply for bus washing. The Work shall also include installation of a concrete or asphalt parking surface beneath the canopy sufficient to accommodate two (2) bus parking bays. The Work includes coordination with utilities and the Owner's operations to minimize disruptions.

Information regarding this procurement and the Project is described further below.

General Information:

PROPOSALS DUE: 1:00 pm CST on September 17, 2026
COMPETITIVE SEALED PROPOSALS FOR:
Job Order Contract & Bus Barn Project

ANY SUBMITTAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED.

FAILURE TO COMPLY WITH SPECIFICATIONS MAY RESULT IN THE DISQUALIFICATION OF YOUR SUBMITTAL.

The evaluation criteria specified herein will be used to determine which Proposal represents the best value for the District. The District reserves the right to request additional information. The District reserves the right to accept or reject any or all responses, to waive all technicalities, and to accept the proposal(s) that are determined to represent the best value for the District.

By submitting a Proposal, each firm agrees to waive any claim it has or may have against the District, its Trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; any recommendation concerning a Proposal; any waiver by the District of a requirement of the Proposal package; the acceptance or rejection of any Proposal; or the award of a contract. The Board has delegated authority to Administration to negotiate, finalize, and execute a contract.

Proposals and the pricing therein must be held open for ninety (90) days following the deadline for receipt of the Proposals.

INSTRUCTION TO PROPOSERS

I. General Information

1. Pursuant to the provisions of the Texas Government Code Ch. 2269 it is the intent of the District to select a contractor through a Competitive Sealed Proposal method for the Project described above.

2. The District will evaluate and provide an advisory ranking to the Board for consideration and approval based on the criteria set out herein.

3. The estimated construction budget for the Project scope is described in the preliminary project description in **Attachment 1**. *The plans and specifications for this project will be provided through the manufacturing company selected as part of this proposal.* The construction budget presented is approximate and is presented in 2026 dollars.

4. **ANTICIPATED SELECTION SCHEDULE**

Item	Date
1st Advertisement	September 2, 2026
2nd Advertisement	September 9, 2026
Proposals Due (Proposal Opening shortly thereafter)	September 17, 2026
Proposal Tabulation & Recommendation of Award	September 24, 2026

5. Proposals will be received at the above address until **September 17, 2026 at 1 PM, CST**. Proposals will remain sealed until the due date and time to avoid disclosure to competing Proposals. Contents of Proposals will remain confidential during the negotiations period, if applicable. Only the Proposal number and the identity of the Proposer(s) submitting the Proposal will be made available to the public before award of the RFP. Proposals received after the Proposal due date and time will not be considered.

6. Faxed Proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the Proposal due date and time. RISD will not be responsible for Proposals delivered late by the United States Postal Service, or any other delivery or courier services. All Proposals and pricing must remain valid for ninety (90) days from the Proposal due date pending acceptance by RISD Board of Trustees.

7. Design Professional. The design professional for the project(s) is:
N/A

8. Scope of Work: As part of the required services, the selected Contractor will construct the project(s) herein described. Please refer to form of agreement included in Attachment 2 regarding services for the project.

9. Questions/Request for Clarification: All questions regarding this invitation must be submitted in writing to:

   Rochelle Independent School District
   Attn: Dr. Matthew Fields, Superintendent
   5902 Lafayette Ave
   Rochelle, Texas 76872
   Phone: 325-243-5224
   Email: mfields@rochelleisd.net

   Requests for information/interpretation must be received by **September 15, 2026** at **1:00 p.m.** Only questions answered by formal written addenda posted on the District website will be considered official responses to the RFP.

   Addenda will be posted on the District's website. It is the responsibility of each Proposer to obtain all addenda that pertains to this Proposal package. Failure to receive such addenda does not relieve Proposer from any obligation under any proposal submitted. All formal written addenda become a part of the procurement documents.

10. Deadline, Location, and Form: Proposals must be received no later than **September 17, 2026** at **1:00 p.m.** *Late responses will not be considered.* They must be submitted to the District's administrative offices at: **Rochelle ISD, 5902 Lafayette Ave, Rochelle, TX 76872**.

    a. The Owner will not acknowledge or receive Proposals that are delivered by telephone or facsimile (fax). It is the sole responsibility of submitting firms to ensure timely receipt of the Proposal package response and to properly label the documents.

    b. Proposals should be labeled as follows:

       ROCHELLE INDEPENDENT SCHOOL DISTRICT
       REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR
       BUS BARN PROJECT, CSP# 26-001
       DO NOT OPEN UNTIL September 17, 2026 AT 1:00 p.m.

    c. Proposals submitted prior to the above deadline may be modified provided such modifications are sealed and received at the designated location, prior to the time and date set for Proposals. Proposals received after the deadline will NOT be accepted and will be returned unopened to the Proposer. Proposals properly submitted will not be returned to Proposer. Information submitted by Proposers in response to this Proposal package shall become the property of the Owner.

    d. A proposal may be withdrawn only upon request by the Proposer or duly authorized representative, provided such request is received by the Owner at the place designated for receipt of proposals and prior to the time fixed for the opening of Proposals.

e. Proposals will be publicly opened and read immediately following the deadline for receiving the Proposal at **Rochelle ISD, 5902 Lafayette Ave, Rochelle, TX 76872**. Any questions pertaining to the procedure should be addressed to Superintendent, Dr. Matthew Fields. Any Proposal received later than the specified time shall be disqualified.

11. District Point-of-Contact. The point of contact for this procurement process shall be:
    Rochelle ISD
    Attn: Dr. Matthew Fields, Superintendent
    5902 Lafayette Ave
    Rochelle, Texas 76872
    Phone: 325-243-5224
    Email: mfields@rochelleisd.net

12. In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer's response, directly or indirectly, through any contact with school board members, other District officials or employees from the date this Proposal package is released until a contract is executed. This Proposal package is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of District, is at any time while the Proposal package is in effect, an employee of any other party to the Proposal package in any capacity or a consultant to any other party of the Proposal package with respect to the subject matter of the Proposal package.

13. Public Information. The District fully complies with the Texas Public Information Act. During the course of the selection process any Proposal is exempt from disclosure to the public under the Texas Public Information Act. The submitted Proposals will, upon the award of the contract, become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you may provide in your submitted Proposal may contain commercial or financial information which you consider privileged or confidential or may be of a nature which you feel may cause substantial competitive harm to your business if disclosed by the District to a third-party even after the award. You may be entitled to protect this information at the time a request is made for disclosure; however, you will need to consult your legal counsel to assure that this kind of information, if included in your Proposal, is properly marked as confidential prior to submission of your Proposal. Wholesale marking of your entire Proposal "Confidential" or "Proprietary" will not be effective. In the event information from your Proposal is requested, the District will use its best efforts to notify the Proposer of such request but will have no duty to assert any claim to the Attorney General regarding that the Proposal or any parts of the Proposal are not subject to disclosure under the Act.

14. Owner's Reservation of Rights. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. Owner makes

no representations, written or oral, that it will enter into any form of agreement with any Proposer to this CSP Proposal package for any project and no such representation is intended or should be construed by the issuance of this CSP Proposal package.

15. Proposers are expected to examine this CSP Proposal package carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE REQUIRED INFORMATION AND/OR FORMS MAY RESULT IN THE PROPOSER'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

II. Contents of Proposal

Please refer to **Exhibits A – I**, attached hereto for the full Proposal and required forms.

Proposers are required to submit all required forms attached as Exhibits A-I and submit those with their Proposal by the deadline.

III. Method of Selection.

The Proposals will be evaluated and ranked on the basis of the following criteria:

1. Firm's Pricing Proposal (50 points)
2. Firm's Experience and Reputation as a Contractor – (15 points)
3. Firm's Experience on Projects of Similar Size and Scope – (10 points)
4. Firm's Proposed Personnel and Experience – (15 points)
5. Firm's Financial capability is appropriate to the size and scope of the project (5 points)
6. Firm's Safety Record and Claims/Litigation (5 points)
   Total Points: (100 points/100 points)

By submitting its Proposals in response to this Request, the Proposer accepts the evaluation process and methodology, and further, acknowledges and accepts that determination of the "best value" offeror will require subjective judgments by the District.

All properly submitted Proposals will be reviewed, evaluated, and ranked by an advisory Evaluation Committee. The evaluation of the Proposals shall be based on the criteria and weight of the criteria provided above. An advisory ranking will then be presented to the Board of Trustees at the next possible Board Meeting after completion of the evaluation for approval, and if approved, the Board is anticipated to delegate the negotiation and execution of the Contract to Administration.

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this CSP process shall be at the sole risk and responsibility of the Proposer.

IV. Form of Agreement

The District intends to use a form of AIA Document, as modified by Owner. Copies of the form of agreement are included with this CSP in a separate file for review (*See* Attachment 2). Proposers are strongly encouraged to review the contract in detail before providing their Proposal.

The basic terms should be:

- Initial Term: One Year (pursuant to Sec. A 2269.409, may not exceed two (2) years)
- Renewal Options: Up to four (4) additional one-year terms, at the District's sole discretion.
- Maximum Contract Duration: Five (5) years (in accordance with Texas law).

Please note that a Payment Bond and Performance Bond, each in an amount equal to 100% of the Contract Sum conditioned upon the faithful performance of the Contract, will be required. Please note that all bonding companies presented must be acceptable to the owner.

Proposers are advised that the Texas Prevailing Wage Law will be administered in accordance with the General Conditions provided. A copy of the Prevailing Wage Rates for this project is included in Attachment 2. The construction of this Project is subject to Chapter 2258 of the Texas Government Code. Among other things, this Chapter provides that it shall be mandatory for a Contractor and upon any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

ATTACHMENT 1
PROJECT SCOPE AND DETAILS
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Bus Barn Project
CSP# 26-001

General project information is provided below.

***Project 1*: Bus Barn Project**

General Information on Project Site and Scope:

- Location: 5902 Lafayette Ave., Rochelle, Texas 76872
- Property Description: New bus barn at the original Ag Shop location
- Estimated total project budget for bus barn: $100,000.00

Anticipated Project Schedule/Key Project Milestones:

Substantial Completion of bus barn: **March 23, 2027 or 180 days from Notice to Proceed**

The District reserves the right to adjust the schedule as needed.

1. General Description

Provide and install a pre-engineered metal canopy structure approximately eighty (80') feet by fifty (50') feet in size for covered parking of buses and other District fleet vehicles. The structure shall provide a minimum fifteen (15') feet of clear vertical clearance above the finished parking surface to accommodate bus rooftop maintenance and cleaning. The canopy shall be substantially open-sided, with up to two (2) wall panels, as directed by the District, to provide additional weather protection. The Work shall include all associated site demolition, preparation and grading necessary to provide suitable access for buses and fleet vehicles to and from the new bus barn location; foundations; structural columns and framing; roofing system; gutters and downspouts; complete electrical rough-in and wiring for lighting; and minor plumbing necessary to provide a water supply for bus washing. The Work shall also include installation of a concrete or asphalt parking surface beneath the canopy sufficient to accommodate two (2) bus parking bays. The Work includes coordination with utilities and the Owner's operations to minimize disruptions.

1. Minimum Technical Requirements

1.1 **Structure Type**: Pre-engineered, open-air canopy system designed for covered parking ("bus barn") suitable for five (5) bus parking bays, with clearances adequate for busses 11' feet in height and 8.5' feet in width.

1.2 **Dimensions/Configuration**: Eighty feet by fifty feet (80' x 50'); final configuration to optimize circulation, turning radii, and space utilization based on Owner approval; minimum of fifteen feet (15') vertical clearance to accommodate bus rooftop maintenance and clearning.

1.3 **Design Loads**: Comply with applicable building codes for wind, snow, seismic, and live loads for McCulloch County.

1.4 **Structural Materials**: Galvanized or factory-coated steel columns and framing with corrosion protection appropriate for exterior exposure; roof panels of standing seam metal to coordinate with existing roofing material on site with manufacturer's standard finish; all fasteners to be exterior-rated.

1.5 **Foundations**: Engineered foundations and footings sized per geotechnical recommendations and structural design; include bollards or protective curbing as required for vehicle impact protection.

1.6 **Drainage**: Integrated gutter and downspout system with discharge per site drainage requirements; avoid concentrated discharge onto pedestrian areas; connect to existing stormwater system where indicated.

1.7 **Lighting Provisions**: Provide complete electrical infrastructure including panel capacity verification, dedicated circuits, conduit, conductors, junction boxes, lighting controls, and luminaires meeting 15 foot-candle targets for bus parking and drive aisles. Controls to include photocell and timeclock schedule as approved by Owner.

1.8 **Power Source**: Connect to existing service where feasible; provide new subpanel/transformer if required. Provide as-built single-line diagrams and load calculations.

1.9 **Site Work**: Demolition of pre-existing Ag. Shop; trenching, backfill, slab or pavement repairs and installation of new concrete or asphalt slabs to accommodate two (2) bus parking bays beneath the bus barn roof, wheel stops, signage, accessible routes, and restoration to match existing conditions.

1.10 **Permits and Inspections**: Obtain all required permits; coordinate plan check and inspections with the Authority Having Jurisdiction ("AHJ").

1.11 **Commissioning/Closeout**: Functional testing of lighting, verification of controls, O&M manuals, warranties, as-builts, and training for Owner staff.

2. Performance Standards and Codes

2.1 Comply with all applicable federal, state, and local laws, codes, ordinances, and regulations, including but not limited to those building, electrical code, energy and fire codes required by the County of McCulloch, accessibility requirements, and Owner standards. Where conflicts occur, the more stringent requirement shall apply unless otherwise directed by the Owner in writing.

3. Deliverables

3.1 Preconstruction submittals: schedule, safety plan, quality control plan, traffic/logistics plan, and proposed equipment/product data.

3.2 Shop drawings and engineered calculations of the pre-engineered building sealed by a licensed professional engineer registered in Texas.

3.3 Lighting photometrics demonstrating target illumination levels and uniformity ratios.

3.4 Permit set and record documents (as-builts, warranties, O&M manuals).

4. Allowances and Unit Pricing, Proposers shall include:

4.1 Allowance for unforeseen conditions.

4.2 Unit prices for typical tasks (e.g., excavation per cubic yard, conduit per linear foot, concrete per cubic yard, steel per pound, trench patch per square foot) to facilitate Job Order pricing.

4.3 Hourly rates and equipment rates for time and materials work as may be authorized.

ATTACHMENT 2
FORM OF AGREEMENT AND PREVAILING WAGE RATE SCHEDULE
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Bus Barn Project
CSP# 26-001

Please refer to AIA® Document A121® – 2018, Standard Form of Agreement Between Owner and Contractor where Work is provided under multiple Work Orders (As modified by Owner) provided in a separate document due to file size.

By responding to this CSP, the Proposer agrees to the contract provisions contained in the attached form of agreement unless specific modifications are requested, which may or may not be accepted at the District's discretion. Any comments, objects or requested changes to the form of agreement shall be submitted in writing with the Proposer's Proposal, otherwise Proposer will be deemed to have accepted the form of the agreement included with this CSP. The final contract is subject to review and approval of the District's Board of Trustees and review by the District's legal counsel.

"General Decision Number: TX20260215 05/18/2026

State: Texas

Construction Types: Building

Counties: Texas Counties of
Llano, Mason, McCulloch and Runnels

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0021-005 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (RUNNELS COUNTY)	$ 33.23	7.52

ASBE0087-011 06/02/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (LLANO, MASON AND MCCULLOCH COUNTIES)	$ 30.50	8.89

BOIL0592-002 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

IRON0066-009 06/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL (MASON COUNTY)	$ 27.95	8.03

IRON0263-022 06/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL (RUNNELS COUNTY)	$ 29.64	8.43

IRON0482-008 06/01/2025

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING (LLANO AND MCCULLOCH COUNTIES)	$ 28.30	8.23

LABO0154-004 05/01/2024

	Rates	Fringes
LABORERS: MASON TENDER - CEMENT/CONCRETE (LLANO, MASON, AND MCCULLOCH COUNTIES)	$ 25.27	9.57

	Rates	Fringes
LABORERS: MASON TENDER - CEMENT/CONCRETE (RUNNELS COUNTY)	$ 25.27	9.57

PLUM0286-005 09/01/2025

	Rates	Fringes
PLUMBER, EXCLUDES HVAC PIPE INSTALLATION (LLANO AND MASON COUNTIES)	$ 37.15	16.92

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

SUTX2009-102 04/20/2009

	Rates	Fringes
TRUCK DRIVER	$ 11.24	0.35
TILE SETTER	$ 15.00	0.00
SHEET METAL WORKER, EXCLUDES HVAC DUCT INSTALLATION.	$ 17.00	0.00
ROOFER	$ 13.64	1.80
PLASTERER	$ 15.50	0.00
PAINTER: BRUSH, ROLLER AND SPRAY	$ 12.26	0.00
OPERATOR: LOADER (FRONT END)	$ 10.54	0.00
OPERATOR: FORKLIFT	$ 14.58	0.00
OPERATOR: CRANE	$ 21.33	0.00
OPERATOR: BULLDOZER	$ 12.80	0.43
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 13.75	0.00
LABORER: PLASTER TENDER	$ 9.00	0.00
LABORER: MORTAR MIXER	$ 12.00	0.00
LABORER: MASON TENDER - BRICK	$ 12.02	0.00
LABORER: LANDSCAPE & IRRIGATION	$ 8.50	0.22
LABORER: COMMON OR GENERAL	$ 9.73	0.00
INSTALLER - OVERHEAD DOOR	$ 11.63	6.26
HVAC MECHANIC (HVAC DUCT AND PIPE INSTALLATION)	$ 14.21	0.77
GLAZIER	$ 17.20	1.59
ELECTRICIAN	$ 20.00	3.11
CEMENT MASON/CONCRETE FINISHER	$ 13.27	0.00
CARPENTER, INCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, AND METAL STUD INSTALLATION	$ 13.13	0.00
BRICKLAYER	$ 19.67	0.00

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

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

on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division

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

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

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

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

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

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

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END OF GENERAL DECISION

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EXHIBIT A
REQUIRED FORM - PROPOSAL FORM
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Job Order Contract & Bus Barn Project
CSP# 26-001

The Proposal shall be concise and complete. Sealed Proposals shall be clearly tabbed for each part of the requirements listed below in (8 ½" x 11"), vertical format, single-sided, minimum of three-quarter (3/4") inch margins and no less than 11-point font. The District will require **an original and four (4) copies** of the Proposal from all interested firms as well as a jump drive with an electronic copy of the Proposal. The total pages may not exceed fifteen (15) pages; however, the Required Forms in Exhibits B-I ***do not count*** towards the maximum page requirement. The Proposal should include the information set out below.

Section 1 – General Information

1) Legal Name of Company: _____
2) Company Address: _____
   and Mailing Address (if different): _____
3) Primary Contact Person: _____
   Title: _____ Phone: _____
   Email: _____
4) Type of Entity (check one):
   ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture ☐ Other: ___
5) Texas Taxpayer ID No.: _____
6) Years in Business: _____

Section 2 – Services Proposed

Indicate which service categories your firm proposes to provide under the JOC:

☐ HVAC
☐ Electrical
☐ Plumbing
☐ Pest Control
☐ General Construction

Section 3 – Licenses and Certifications

1. My company meets the minimum qualifications set out in Exhibit A: ___ YES ____ NO

   If your company does *not* meet the minimum qualifications set out above, please describe which criteria are not met and any additional information which you believe makes you

otherwise qualified: _____

_____

(Attached additional pages if necessary.)

Section 4 – Experience and References

Provide at least **three (3) references** for projects of similar scope (preferably K–12 or public sector). Include name of contract, company (if any), phone, and email (if available).

Reference 1: _____

_____

_____

Reference 2: _____

_____

_____

Reference 3: _____

_____

_____

a. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

b. Does any relationship exist between your company and any of District's officers, employees whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.

CRITERIA 1: Pricing Proposal

1. Please complete the form in ***Exhibit B***. Proposer will be evaluated based on the responses provided there for this criteria.

CRITERIA 2: Firm's Experience and Reputation as a General Contractor

1. Provide references for no less than three (3) public entities with which Proposer currently has contracts and / or has previously provided construction management services of equal type and scope within the past five (5) years. ***DO NOT USE REFERENCES FROM ROCHELLE ISD'S OFFICIALS.***

2. Describe your firm's past performance on other contracts for the District (if any) or other District's (e.g. cost control, cost savings, schedule control) and your firm's demonstrated technical competence and management qualifications with construction projects, particularly those that are similar to the proposed project type.

3. Provide details regarding any special services, management characteristics or other benefits / advantages offered for the District in selecting your company.

4. Describe your company's quality assurance program, what are your company's requirements, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases.

CRITERIA 3: Firm's Experience on Projects of Similar Size and Scope

5. Provide a minimum of three (3) and a maximum of five (5) projects with photos for which your firm has provided/is providing construction management or construction services which are most related to this project. In determining which projects are most related, consider: same or related use of facilities related size and complexity; whether the project consisted of an expansion of an existing facility or new construction; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related projects listed first.

6. For each of the listed projects in response to Item #5, above, provide the following information: construction cost (original Budget and final construction cost), current phase of development, estimated (or past) completion date, type of construction services provided (CM-at-risk with GMP, CM-agency, design/build, General Contractor-low Proposal, General Contractor through sealed Submittals), owner's contact person and telephone number, and the name and telephone number of the project architect.

CRITERIA 4: Firm's Proposed Personnel Experience

7. Provide a project organization chart along with resumes of key personnel; Project Manager, Estimator, and Superintendent that shows experience with projects of similar size, complexity and scope. Include in your response the length of experience with the firm and within the industry. Highlight at least five (5) key projects that are similar to the project(s) in this CSP.

CRITERIA 5: Firm's Financial capability is appropriate to the size and scope of the project

8. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

9. Provide a financial rating of your company and any documentation (e.g. a Dunn & Bradstreet analysis), which indicates the financial stability of the company.

10. State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the District.

11. The District requires all contractors to carry general liability, auto liability and worker's compensation/employer's liability insurance coverage. All insurance coverages should remain in force during the term of contract. Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for general liability, auto liability and worker's compensation/employer's liability insurance coverage. Please confirm that you can carry

insurance in the limits set out in proposed AIA contract template included with this Proposal package.

CRITERIA 6: Firm's Safety Record and Claims/Litigation

12. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and / or construction services. Describe how such suit or claims were resolved.

13. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR).

EXHIBIT B
REQUIRED FORM – PRICE PROPOSAL FORM
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Job Order Contract & Bus Barn Project
CSP# 26-001

(*Note: Pricing evaluation will be evaluated as CRITERIA 1 in the CSP.)*

Having examined Proposal and Contract Documents, the undersigned hereby declares that the undersigned has had the opportunity to visit the site, has had sufficient time to make all tests and investigations to arrive at an intelligent estimate of the cost of doing work, and has carefully examined the plans, specifications, and contract documents relating to the work covered by this proposal, and the undersigned agrees to do the work, and that no representations made by the Owner are in any sense a warranty, but are mere estimates for guidance of the contractor.

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

1. Hold proposal open for acceptance for ninety (90) days following the deadline for Submissions.
2. Accept right of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
3. Enter into and execute the proposed form of contract included with the Proposal package, if awarded, for the Base Proposal and accepted Alternate Proposals (if any).
4. Complete work in accordance with the Contract Documents within the stipulated contract time.
5. The undersigned proposer does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons proposing for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the advertisements, proposal requirements, the proposed construction contract, and the contract documents, including the plans pertaining to the work to be done, all of which have been examined by the undersigned.
6. The undersigned further agrees that the undersigned will provide all necessary tools and apparatus, do all work, 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 sum of sums set forth.
7. That the undersigned is authorized to enter into contractual relationship on behalf of the responding company indicated below.
8. The accuracy of all certifications required which accompany this proposal.
9. That the organization has not been a party to any collusion among Proposer in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any of Owner's employees, Board of Trustees, or consultants as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with the District's Purchasing personnel; or in any discussions or actions between Proposer and any District employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
10. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. By submitting a Proposal, Proposer agrees to waive any claim it has or may have against the District, its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal documents; acceptance or rejection of any Proposal; and award of the Proposal. The District shall have no contractual obligation to any Proposer, nor will any Proposer have any property interest or other right in the Proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Proposer have been fulfilled by the Proposer.

I. PRICING METHODOLOGY

Please provide your pricing proposal/structure. You may attach that as a separate sheet.

Please also complete the Schedule of Values form on the attached page. This is also available as a separate Excel document.

II. ALTERNATES/UNIT PRICES (if applicable)

Alternate No. 1 : **$**_____
Alternate No. 2 : **$**_____
Alternate No. 3 : **$**_____

III. ALLOWANCES/CONTINGENCIES (if applicable)

Undersigned certifies that the specified allowances are included in the Base Proposal and agrees that unexpended balance of allowance sums will revert to Owner in the final settlement of the contract.

Construction Allowance: $_____ [insert amount]
This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.

Owner's Contingency: $_____ [insert amount]

IV. CONTRACT TIME

Undersigned agrees to begin Work upon Notice to Proceed and be Substantially Complete by date as indicated on Contract.

All Work on the Bus Barn Project shall be completed by: **March 23, 2027 or 180 Calendar Days from NTP**

Alternate number of proposed days : _____
(Calendar Days)

V. ADDENDA

Undersigned acknowledges receipt of Addenda (if any):

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

VI. CHANGES IN THE WORK

Undersigned understands that changes in the work shall be performed in accordance with the form of agreement included in the CSP package.

It is understood that the right is reserved by the Owner to reject any or all proposals or waive any informalities in the proposal process.

VII. FORM OF AGREEMENT AND CONTRACT EXCEPTIONS

Proposer has reviewed the form of agreement included with this Proposal package. Proposer is directed to pay special attention to the terms and conditions in this proposed form of agreement. Proposer may submit proposed revisions or modifications to this form of agreement for the Owner's consideration; although, Owner is not obligated to accept any proposed revisions. Any revisions not requested with this Proposal may not be considered or rejected by Owner. Provide any comments or requested changes to the AIA Document as amended by the Owner with your submission.

VIII. ACKNOWLEDGEMENT

By signing below, the individual represents and warrants on behalf of the Proposer that he/she has authority to submit this Proposal and that all the information contained herein is true to the best of his/her knowledge.

_____
Authorized Signature

_____
Printed Name of Authorized Representative

_____
Title of Authorized Representative

_____
Full Legal Name of Company

_____
Company Address

_____
Company Phone

_____
Email Address of Authorized Representative

_____
Phone # of Authorized Representative

_____
Date

REQUIRED FORM – PRICE PROPOSAL FORM
SCHEDULE OF VALUES

PROJECT NAME	BUS BARN PROJECT
PROJECT NUMBER	CSP#_[_____]
OWNER	ROCHELLE ISD
PROPOSER	_____
DESIGNER	

THE UNDERSIGNED, AS PROPOSER, DECLARES THAT THE ONLY PERSON OR PARTIES INTERESTED IN THIS PROPOSAL AS PRINCIPALS ARE THOSE NAMED HEREIN; THAT THIS PROPOSAL IS MADE WITHOUT COLLUSION WITH ANY OTHER PERSON, FIRM, CORPORATION; THAT S/HE HAS CAREFULLY EXAMINED THE PLANS THEREIN REFERRED TO, AND HAS CAREFULLY EXAMINED THE LOCATIONS, CONDITIONS, AND CLASSES OF MATERIALS OF THE PROPOSED WORK, AND AGREES THAT S/HE WILL PROVIDE ALL THE NECESSARY MACHINERY, TOOLS, APPARATUS, AND OTHER MEANS OF CONSTRUCTION AND WILL DO ALL THE WORK AND FURNISH ALL THE MATERIALS CALLED FOR IN THE CONTRACT AND SPECIFICATIONS IN THE MANNER PRESCRIBED THEREIN AND ACCORDING TO THE REQUIREMENTS OF THE ENGINEER AS THEREIN SET FORTH.

BASE PROPOSAL for BUS BARN PROJECT
[SAMPLE SCHEDULE OF VALUES BELOW ONLY]
CONSTRUCT NEW BUS BARN (APPROX. 80' x 50') INCLUDING FOUNDATIONS, STRUCTURAL STEEL PAVILION, ROOFING, LIGHTING, SITE WORK, CONRETE OR ASPHALT PAD FOR 2 BUSSES AND ASSOCIATED UTILITIES.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	BONDS & INSURANCE	EA			
2	PROJECT MANAGEMENT & SUPERVISION	EA			
3	TEMPORARY FACILITIES	EA			
4	TEMPORARY POWER & WATER	EA			
5	CONSTRUCTION STAKING	LF			
6	AS-BUILT SURVEY	EA			
7	GENERAL, MOBILIZATION AND DEMOBILIZATION	LS			
8	TRAFFIC CONTROL PLAN	LS			
9	STORMWATER POLLUTION PREVENTION PLAN	LS			

10	CONSTRUCTION ENTRANCE	EA			
11	ALLOWANCE FOR UNANTICIPATED ADJUSTMENTS	AL			
12	TREE PROTECTION (IF APPLICABLE)	EA			
13	CLEARING & GRUBBING	LF			
14	STRIP & STOCKPILE TOPSOIL	LF			
15	EARTHWORK – CUT & FILL	LF			
16	SUBGRADE PREPARATION	EA			
17	MOISTURE CONDITIONING & COMPACTION	EA			
18	LIME OR CEMENT TREATMENT (IF REQUIRED)	EA			
19	PROOF ROLLING	LF			
20	LAYOUT & SURVEY CONTROL SLAB-ON-GRADE (IF INCLUDED) VAPOR BARRIER (IF SLAB INCLUDED) REINFORCED CONCRETE APRON	LF			
21	DRILLED CONCRETE PIERS	EA			
22	REMOVE EXISTING CONCRETE PAD	SY			
23	PIER REINFORCING STEEL	LF			
24	ANCHOR BOLT ASSEMBLIES	EA			
25	PIER EXCAVATION SAFETY	EA			
26	WELL POINTING (IF REQUIRED)	LF			
27	CONCRETE PIER PLACEMENT	EA			
28	PIER TOP FINISHING	EA			
29	PIER BACKFILL & COMPACTION	VF			
30	CONCRETE GRADE BEAMS (IF REQUIRED)	EA			

31	SLAB-ON-GRADE (IF INCLUDED)	EA			
32	VAPOR BARRIER (IF SLAB INCLUDED)	LF			
33	REINFORCED CONCRETE APRON	LF			
34	PRE-ENGINEERED METAL BUILDING DESIGN & SHOP DRAWINGS	EA			
35	STRUCTURAL STEEL FABRICATION	EA			
36	DELIVERY OF STRUCTURAL STEEL	EA			
37	STEEL ERECTION	EA			
38	STRUCTURAL BOLTING	EA			
39	BRACING INSTALLATION	EA			
40	PURLINS & GIRTS	EA			
41	METAL ROOF PANELS (GALVALUME)	EA			
42	RIDGE CAPS & TRIM	EA			
43	GUTTERS & DOWNSPOUTS	EA			
44	PAINT TOUCH-UP	LF			
45	ELECTRICAL SERVICE CONNECTION	EA			
46	PANELBOARD	EA			
47	LED HIGH-BAY FIXTURES	EA			
48	EXTERIOR AREA LIGHTING	EA			
49	LIGHTING CONTROLS	EA			

50	GROUNDING & BONDING	LF			
51	ELECTRICAL CONDUIT	LF			
52	TESTING & COMMISSIONING	EA			
53	PAVEMENT STRIPING – BUS STALLS	LF			
54	TRAFFIC SIGNAGE	EA			
55	FINAL CLEANING	EA			
56	PUNCH LIST COMPLETION	EA			
57	AS-BUILT DRAWINGS	EA			
58	WARRANTIES	EA			
				SUBTOTAL (ITEMS 1-26)	**$ -**

EXHIBIT C
REQUIRED FORM - FELONY CONVICTION NOTICE FORM
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Job Order Contract & Bus Barn Project
CSP# 26-001

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 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 contact".

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.

Proposer's Name: _____
(Legal/Official Company Name)

Proposer's Authorized Official's Name: _____
(Please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:
Signature of Proposer's Official Name: _____
Date: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.
Signature of Proposer's Official Name: _____
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): _____
Detail of Conviction(s): _____
Signature of Proposal's Official Name: _____
Date: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Proposal Response Form.

Vendor is responsible for the performance of the persons, employees and/or sub-contractors assigned to provide services for the District pursuant to this CSP on any and all District campuses of facilities. Vendor will not assign individuals to provide services at District campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction.

EXHIBIT D
REQUIRED FORM - CERTIFICATE OF RESIDENCY
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Job Order Contract & Bus Barn Project
CSP# 26-001

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. http://www.capitol.state.tx.us/statutes.gv.toc.htm. This law makes it necessary for the District to determine the residency of its bidders. In part, this law reads as follows:

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

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

I certify that _____
(*Proposer's Legal/Official Company Name*)
is, under Section: 2252.001 (3) and (4), a _____ Resident Bidder _____ Non-resident Bidder.

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of _____ in the state of _____.

If not Texas, does the state have preferential treatment on bids? 9 Yes 9 No
If yes, what percentage: _____%

Name of Proposer's Authorized Official: _____
(Type or Print)

Title of Proposer's Authorized Official: _____
(Type or Print)

Signature of Proposer's Authorized Official: _____

Date Signed: _____

EXHIBIT E
REQUIRED FORM - CONFLICT OF INTEREST QUESTIONNAIRE
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Job Order Contract & Bus Barn Project
CSP# 26-001

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Name of signatory	Signature	Date

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

NOTE: THIS FORM MUST BE COMPLETED WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST

EXHIBIT F
REQUIRED FORM - DEBARMENT OR SUSPENCION CERTIFICATION FORM
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Job Order Contract & Bus Barn Project
CSP# 26-001

DEBARMENT OR SUSPENSION CERTIFICATION FORM

FEDERAL/NON-FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide disbarment/suspension certification indicating that you are in compliance with the below Federal Executive Order Certification by completing and signing this form.

Debarment:
Federal Executive Order (E.O.) 12549 "Debarment and Suspension "requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither your nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Proposer's Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone: _____

Name of Proposer's Authorized Official: _____
(Type or Print)

Title of Proposer's Authorized Official: _____
(Type of Print)

Signature of Proposer's Authorized Official: _____

Date Signed: _____

EXHIBIT G
REQUIRED FORM - NON-COLLUSION STATEMENT
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Job Order Contract & Bus Barn Project
CSP# 26-001

NON-COLLUSION STATEMENT

"The undersigned affirms that he/she is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposal, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal."

Proposal's Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

Name of Proposer's Authorized Official: _____
(Type or Print)

Title of Proposal's Authorized Official: _____
(Type or Print)

Signature of Proposer's Authorized Official: _____

Date Signed: _____

EXHIBIT H
REQUIRED FORM – CERTIFICATE OF INTERESTED PARTIES
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Job Order Contract & Bus Barn Project
CSP# 26-001

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 disclosure requirement applies to a contract entered into on or after January 1, 2016.
The requirement above applies only to a contract of a district that:

1. Requires an action or vote by the board before the contract may be signed;
2. Has a value of at least $1 million; or
3. Is for services that would require a person to register as a lobbyist under Government Code Chapter 305.
   Tex. Gov't Code 2252.908

The disclosure requirement does not apply to a contract with:

1. A publicly traded business entity, including a wholly owned subsidiary of the entity;
2. An electric utility, as defined by Utilities Code 31.002; or
3. A gas utility, as defined by Utilities Code 121.001.
   Tex. Gov't Code 2252.908(c)(4)–(6)

Filing Process: The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the District.

Form Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800. A sample is attached hereto but must be submitted only.

The contractor certifies that:

____ Form 1295 filing is required and a certification of filing will be provided to the District should we be awarded the contract
_____ Form 1295 filing is not required

_____ _____
Authorized Representative (Print Name) *Title*

_____ _____
Authorized Representative (Signature) *Date*

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

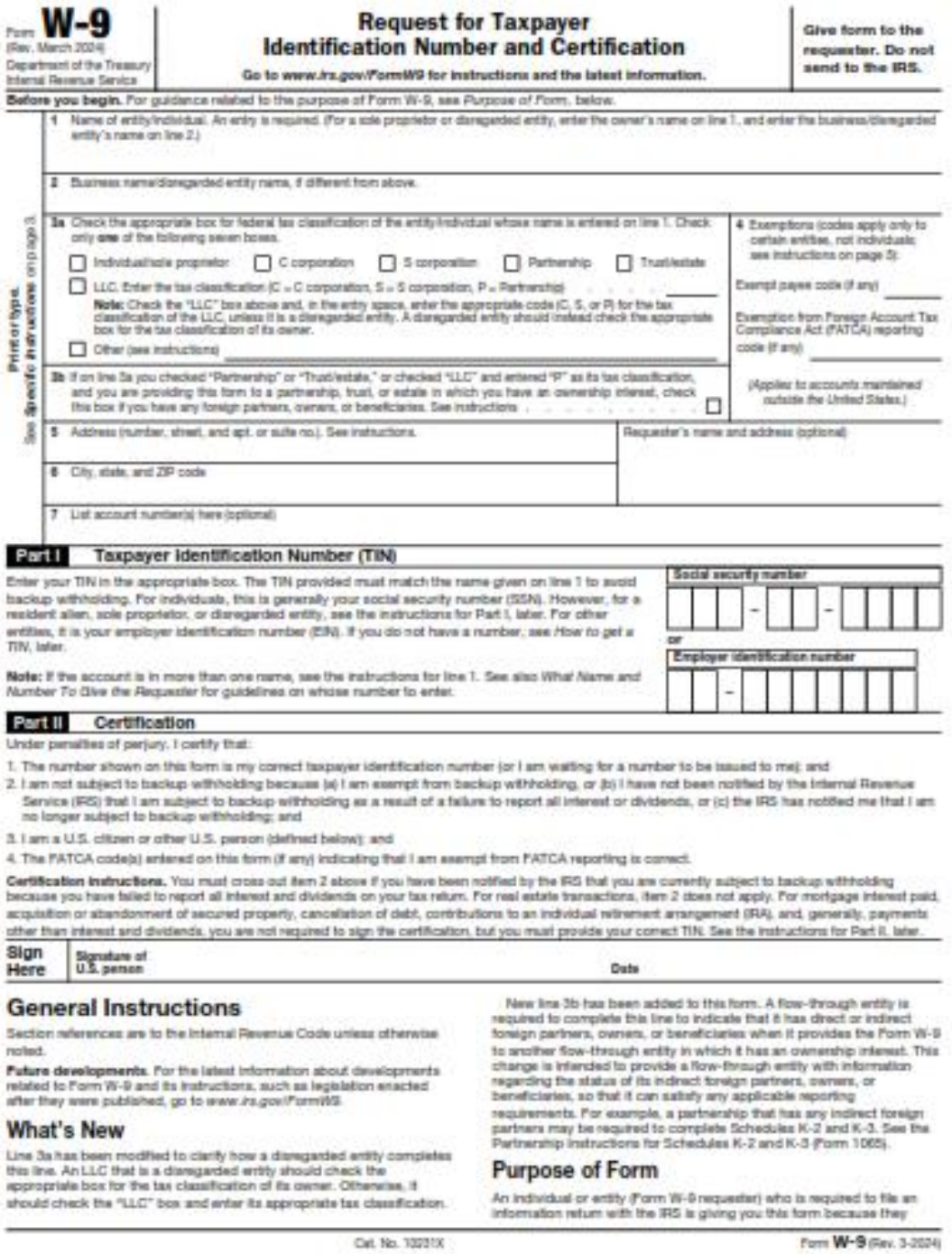
ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

NOTE: THIS DOCUMENT MUST BE EXECUTED ONLINE.

EXHIBIT I
REQUIRED FORM – IRS FORM W-9
ROCHELLE INDEPENDENT SCHOOL DISTRICT
Job Order Contract & Bus Barn Project
CSP# 26-001



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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

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

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

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

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

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

☐ Other (see instructions) _____

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

Exempt payee code (if any) _____

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

(Applies to accounts maintained outside the United States.)

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ – ___ – ____

or

Employer identification number
__ – _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person _____ Date _____

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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