

REQUEST FOR PROPOSALS

FOR

CONSTRUCTION MANAGER-AT-RISK SERVICES

(One Step Process)

ORANGEFIELD 2026 BOND CONSTRUCTION PROGRAM

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SECTION I – INSTRUCTIONS TO PROPOSERS

Pursuant to the provisions of the Texas Government Code, Chapter 2269, Subchapter F, it is the intention of the Orangefield Independent School District to select, via One Step Method, Request for Proposals (RFP), a Construction Manager-at-Risk for:

ORANGEFIELD 2026 BOND ATHLETIC FIELD AND SITE IMPROVEMENTS

(for purposes of this RFP, "the Project"). For the purposes of this document, **Orangefield Independent School District** shall be referred to as the "**Owner**," "**District**," or "**OISD**."

This Request for Proposal (RFP) contains information and instructions to enable interested Proposers to prepare and submit a Proposal Submittal and Cost Submittal, as well as information on the selection process.

1. **QUESTIONS REGARDING RFP.**
   1.1 All questions regarding clarification or interpretation of the RFP will be submitted in writing by the Proposer, and must be received by **2:00 p.m.** on **Wednesday, October 14, 2026.** Answers to the questions will be posted on the District's website at **https://www.orangefieldisd.com** on **Friday, October 16, 2026.** No questions will be addressed unless provided in writing. All correspondence pertaining to this RFP should be addressed to:

Orangefield ISD
9974 FM 105
Orange, TX 77630
Attn: Dr. Shaun McAlpin
smcalpin@orangefieldisd.net

2. **SUBMISSION OF PROPOSAL RESPONSES.**
   2.1. Submission.
   2.1.1. All proposals submitted for consideration, shall follow these steps as described herein.
   2.1.2 The offeror shall submit a Qualification Submittal and shall include a response to all of the requirements as indicated herein.).
   2.1.3 Using the Cost Forms, the Offerors shall be required to submit a Cost Submittal which includes the Offeror's proposed pre-construction services fee, fee and fee to fulfill the general conditions for each of the Project included in this RFP.
   2.1.4. The Proposal responses shall be returned in an envelope or package marked on the outside with the Proposer's name, address and proposal information listed below.
   2.1.5. Proposals must be returned in sufficient time so as to be received and time-stamped by the District on or before the time and date shown on this RFP. It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal. The District will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Proposer.
   2.1.6 Receipt of any Addenda must be acknowledged by signing in the space provided on the attached Cost Proposal Certification Form to be enclosed with the

Proposer's response.

2.1.7 The package containing your Proposal shall include one (1) original and five (5) copies.

2.2. Closing Time.

2.2.1. All proposal responses must be received in the District's Administration Office no later than the time and date listed below. Reference the RFP and closing date on any correspondence. Proposals will be received by the District at the following location and time:

Time/Date:	Proposals received until **2:00 p.m. (local time), Wednesday, October 21, 2026**
Place:	Deliver proposals to: **Orangefield Independent School District** **Attn: Dr. Shaun McAlpin** **9974 FM 105** **Orange, Texas 77630** **Mailing Address:** **P.O. Box 228** **Orange, Texas 77630**

2.2.2. On the above date and location, the responses will be publicly opened, the respondent's names read aloud, and prices/fees read aloud.

2.2.3. Responses received after the published time and date shall not be considered.

3. REQUIRED SUBMITTAL CONTENTS.

3.1. The District has established guidelines to facilitate review and evaluation of each Proposer's response. The Proposer will include and organize their response in accordance with the following:

3.1.1 Number of Proposals. **One (1) original and five (5) copies of requested items. Submit only one (1) copy of response to Section III. Item 2 (Section 3.2 of the Questionnaire). Confidential Financial Information in a sealed envelope clearly marked with the same information as Section 2, above.**

3.2. Order of Response Information

3.2.1 Cover Letter – One page

3.2.2 Questionnaire Response

3.2.3 Forms Included in the RFP

3.2.4 Cost Forms

3.2.5 Attachment 'K'-Deviations/Signature Page

3.3 Each Proposer shall furnish the information required by this RFP and in the order required. The person signing the Proposal Response Certification Form must be a person authorized by the proposing firm to sign the proposal and bind the firm thereto.

4. CONSTRUCTION MANAGER-AT-RISK SELECTION.

4.1. Upon receipt, the District will review the RFP responses, conduct interviews if deemed appropriate, and make recommendations to the Board of Trustees.

4.2. Selection Process

4.2.1. THIS IS A NEGOTIATED PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest fee/cost Proposal.

4.2.2 **The methodology provides that the Owner will evaluate Proposals on the**

basis of the selection criteria listed below. A weighted value for each of the areas listed below is assigned and will be used in determining the Construction Manager which provides the Owner with the "Best Value."

4.3. Evaluation.

4.3.1. The Construction Manager-at-Risk will be selected via the one-step evaluation process, pursuant to the Texas Government Code Chapter 2269, Subchapter F.

4.3.2. Upon receipt of Submittals, the Evaluation Team will review and evaluate the proposals based on the following evaluation criteria:

General Firm Information	**15 points**
General Experience and Reputation	**15 points**
Technical Competence	**15 points**
Proposed Personnel	**10 points**
Estimating and Cost Control Measures	**10 points**
Price (Fee and General Conditions)	**35 points**

4.4 ACCEPTANCE OF EVALUATION METHODOLOGY. By submitting its Proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that determination of the firm(s) providing the best value to the District will require subjective judgments by the District.

4.5 Contact with the District during the Proposal Process. Offerors are not permitted to contact any OISD Board of Trustee member, officer, or employee (other than Dr. McAlpin as identified above) during the Proposal Process. No gratuities of any kind will be accepted, including meals, gifts, or trips. **Violation of these conditions will subject offeror to immediate disqualification.**

4.6 All responses in your submission may be used to rank offerors based on the criteria. The District reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in your submission.

4.7 By submitting, each offeror agrees to waive any claim it has or may have against the District, the Architect/Engineer, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any submission, including, but not limited to: waiver of any requirements under the submission documents; acceptance or rejection of any submission; and award of a contract.

4.8 The District shall have no contractual obligation to any offeror, nor will any offeror have any property interest or other right in the contract or Work being proposed unless and until a contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the CMAR have been so fulfilled by the CMAR.

4.9 Should a proposal be accepted, the District will make such selection, and provide all Proposers with the final ranking in accordance with the timeline provided in Tex. Gov't Code 2269.254

5. RESERVATIONS. The District has the right to:

5.1 Waive any minor informality in any Proposal procedure.

5.2 Reject or cancel any or all Proposal responses.

5.3 Reject the Proposer's response based on partnerships(s) and/or any other factor the District deems not in the best interest of the District.

5.4 Extend the Proposal opening time and date.

5.5 Reissue a new Request for Proposals.

5.6 Consider and accept any response that is considered in the best interest of the District.

5.7 The District may make an award without discussion with any Proposer, after the proposal responses are received and evaluated.

5.8 Open Records Requirement – All documents submitted as part of the Contractor's Proposal response will be deemed confidential during the evaluation process. Contractor Proposal responses will not be available for review by anyone other than the District staff or its designated agents. Following award of contract, all Proposals become public documents and are available for public viewing upon written request to the District except where Proposal information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor. That information should be clearly marked: "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION". Please note that all information is subject to the Texas Public Information Act.

5.9 Availability of Funds – In the event that sufficient funds are not available for the project, the District reserves the right to negotiate the scope of this contract, delay implementation, reject all Proposals, or award another type of contract other than that required in this RFP.

6. THE CONTRACT.

6.1. The Owner proposes to base the Owner/Construction Manager Agreement on the AIA Document A133-2019, Agreement between Owner and Construction Manager as Constructor, as modified by OISD. In addition, General Conditions of the Contract for Construction will be AIA Document A201-2017 as modified by the District. **Any objections to these documents shall be noted in writing at the time of Offeror's submission.**

6.2 The contract for construction will be AIA Document A133-2019 as modified by the District, attached as Attachment C.

6.3 In addition, General Conditions of the Contract for Construction will be AIA Document A201-2017, as modified by the District, attached as Attachment D.

6.4 Expectations of the Construction Manager, (*See* Attachment A):

7.OTHER GENERAL REQUIREMENTS:

7.1 CRIMINAL HISTORY RECORD INFORMATION. If Contractor is awarded the Contract it will be required to facilitate the required national Criminal History Record Information ("CHRI"), pursuant to Texas Education Code section 22.0834 and Texas Government Code 411.082(a), on all employees, subcontractors of every tier ("Subcontractor"), Subcontractor's employees, independent contractors, applicants, agents, or consultants, as set forth in §3.4.6 of the A201-2017, included as Attachment D.

7.2 WAIVER OF CLAIMS: By submitting a Proposal, each Respondent agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective 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 a contract.

7.3 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted rule 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rules applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rules implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rules are set forth in the General Conditions (A201, as modified by the Owner/OISD) at §11.1.9.

7.4 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the General Conditions (A201, as modified by the Owner/OISD). The Owner has adopted the Davis-Bacon Prevailing Wage Schedule. The current prevailing wage schedule is included in Attachment "E" to this RFP. The then-current Davis-Bacon Prevailing Wage Schedule for Orange County shall be utilized for each procurement.

SECTION II – PROJECT SCOPE and INFORMATION

Pursuant to the provisions of the Texas Government Code, Chapter 2269, Subchapter F, it is the intention of the District to select, via a One Step Method, Request for Proposals (RFP), a Construction Manager at Risk for the construction of the following:

Project: Architect, Construction Budget, and Project Description set forth below.

Scope of Work
Installation of Baseball, softball, and football synthetic turf; athletic facility, lighting, press box, elevator, parking, accessibility, drainage, and utility improvements.

Site:
Associated site work includes preconstruction estimating, scheduling, constructability review, and construction management, coordinated with school operations and athletics.

Design Firm
OISD has contracted with the firm Pfluger Architects to provide architectural services for this project. The selected CMAR will work closely with Pfluger during the final stages of the design process to ensure the designs, time-lines and additional considerations are economical, practical, within budget and within the capabilities of the CMAR. Additionally, Pfluger and the selected CMAR will communicate with OISD to verify that the design is within the allowable scope of work and provide a design tailored to the needs of the local educational community. Potential respondents are encouraged to direct project questions to:

Pfluger Architects
2 Greenway Plaza, Suite 460
Houston, TX 77046
P: 713.222.1141
Email: Mirelle.Giurguis@pflugerarchitects.com

Estimated Budget
Orangefield ISD estimates a budget of Ten Million Five Hundred Thousand and No/100 Dollars ($10,500,000.00) for the construction of the above noted projects.
This is a rough estimate of OISD project budget dependent on factors outside the district's control.

Project Schedule: The proposed project schedule is attached herein as **Exhibit "A"**

SECTION III – QUESTIONNAIRE

Proposals are to include the information requested in this questionnaire in the sequence and format prescribed. A separate submission is required for each Project. Each selection criteria is associated with certain questions and will be evaluated based on this format. Failure to respond in this sequence and format will result in reduction of points or disqualification.

Supplemental materials providing additional information may be attached if limited to three (3) pages.

General Firm Information (15 Points Total)

A. Finances (5 Points)

1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement.

B. Claims/Litigation (5 Points)

2. Claims and suits: If the answer to any of the questions below is yes, please attach details:
   - 2.1. Has your organization ever failed to complete any work awarded to it?
   - 2.2. Are there any judgments, claims, arbitration proceedings or suits outstanding against your organization or its officers?
   - 2.3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?
   - 2.4. Has your organization had any claims asserted against it in the last five (5) years.

C. Safety Records (5 Points)

3. Provide information related to your firm's accident frequency rate for the last five (5) years, including any OSHA citations and deaths that have occurred on your projects.
4. Describe your organization's safety program. List any safety awards your company has received within the past five (5) years.

General Experience and Reputation (15 Points)

List all construction projects your organization has performed in the last five (5) years (including projects currently in progress), giving the name and location of each project, owner name, architect name, contract amount, status, and whether completed on time and within budget. For each project, provide the name, nature of the project/function of the building, size (square footage), delivery method used, date of notice to proceed, contractual completion date, actual completion date. It is preferable to list contracts using the construction manager at-risk delivery method for construction.

Technical Competence (15 Points)

1. Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction for major projects. What is your experience working with other Owner consultants (e.g., a program manager) throughout the design and construction phases? **(3 Points)**
2. Describe the most common problem or challenge that you have encountered in school construction and your method for addressing the issue. (Maximum length: 2 pages.) **(3 Points)**
3. What do you bring to the project team that is unique? Please answer in essay form. **(3 Points)**
4. Please describe your firm's ability to complete projects on schedule, including the number of projects that have not been completed on schedule, and the reasons for such delay. **(3 Points)**
5. Describe your organization's approach to providing preconstruction services and identify the person who will be primarily responsible for leading that effort. **(3 Points)**

Proposed Personnel (10 Points)

1. Identify the Project Manager and Site Superintendent who will work on the project. Provide a resume and references for each individual. **(5 Points)**
2. Describe the team proposed for this project and a description of planned efforts to provide quality work, meet schedules, and work within an agreed budget. **(5 Points)**
   **Note: The selected Construction Manager shall include the team of its employees presented to the Owner in response to the Owner's Request for Proposals. Should any of those team members leave the employment of the Contractor during the Project, the Contractor shall substitute that team member with a person of the same or higher qualifications, subject to the District's approval, which will not be unreasonably withheld or delayed.*

Estimating and Cost Control Measures (10 Points)

1. Describe your project estimating system for developing cost estimates based on Schematic Design and Design Development documents. **(5 Points)**
2. Describe how your firm coordinates the cost savings/value engineering process with the architect and owner throughout the design process and provide examples of innovative cost savings strategies that have been implemented on projects. **(5 Points)**

Price (Fee and General Conditions) (35 points)

End of Questionnaire

SECTION IV – FORMS AND DOCUMENTS

Follow

ATTACHMENT 'A'

Construction Manager-at-Risk Expectations

Pre-Design

Complete constructability and overall site plan review.
Establish project goals and priorities with Owner and Architect.
Establish and/or confirm overall budgets with Owner and Architect.
Establish procedures for decision making, review, etc.
Develop an Overall Management Plan and CPM Scheduling Plan of critical design and construction dates in order to accomplish the stated objectives.
Develop, implement, and monitor cost model for continuous budget control.
Prepare design change order control system for elected modifications.
Complete phase cost estimate.

Schematic Design

Prepare conceptual estimate from design sketches.
Hold technical review sessions with Owner and Architect.
Consult with the Owner and Architect on means and methods of construction.
Review schematic design documents and report on the following items:

a) Analyze the potential for use of systems components.
b) Submit to Owner and Architect any special input relative to time and cost control of the plan.
c) Prepare "cost evaluation" studies relative to value engineering.

Generate a critical data schedule.
Prepare a professional construction CPM network for the issuance of proposal packages.
Complete phase cost estimate.

Design Development

Review the design development documents with the Owner and Architect.
Revise and update the critical data schedule sheet.
Develop and arrange pre-proposal packages.
Prepare a site use study to be used for allocation of space for construction storage, lay-down areas, parking and temporary facilities.
Prepare a cash flow analysis for both the design and construction phases.
Complete constructability review.
Prepare a detailed estimate based on available design drawings in a CSI or subcontractor bid format.

Construction Documents

Complete phase cost estimate in the CSI format at 50% and 95%.
Complete constructability review at 50% and 95%.
Review the drawings and project manual relative to the bid packages and notify Owner and Architect of inconsistencies.
Develop procurement package requirements, phasing, work restrictions.
Determine procurement date and time.
Publish advertisement for proposals.
Schedule and conduct pre-procurement conferences.
Update project budget and schedule consistent with final construction documents.

Proposals and Negotiations

Distribute documents to plan rooms, subcontractors and suppliers.
Solicit proposals from subcontractor and suppliers on advertised day.
Negotiate with subcontractors as necessary to meet the current budget.
Compile list of subcontractors and suppliers to form Guaranteed Maximum Price.
Present the GMP Amendment to the School Board for action.
Scope and execute contracts with selected subcontractors and suppliers.

ATTACHMENT 'B'

FELONY CONVICTION NOTIFICATION

The Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must 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 named below, certify that the information concerning notification of felony conviction has been received by me and the following information furnished is true to the best of my knowledge.

Proposer's Company Name _____

Authorized Company Official's Name (Printed) _____

A. My firm is a publicly-held, stock-exchange corporation; therefore this requirement is not applicable.

Signature of Company Official: _____

Date Signed: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

Date Signed: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (printed name and general description of type of felony or felonies):

1. _____
   _____

2. _____
   _____

Signature of Company Official: _____

Date Signed: _____

ATTACHMENT 'C'

AIA Document A133 – 2019,
as modified by the District

Contact Dr. Shaun McAlpin for the document

ATTACHMENT 'D'

AIA Document A201– 2017,
as modified by the District

Contact Dr. Shaun McAlpin for the document

ATTACHMENT 'E'

Board-Adopted Prevailing Wage Rates

The Owner has adopted the Davis-Bacon Prevailing Wage Schedule. The current prevailing wage schedule is included below. The then-current Davis-Bacon Prevailing Wage Schedule for Orange County shall be utilized for each procurement.

ATTACHMENT 'F'

NO-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the District's Board of Trustees.

3. No officer or stockholder of Respondent is a member of the staff or related to any employee of the Orangefield Independent School District except as noted below:

   _____

   The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing on its behalf.

Signature of Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 'G'

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $100,000.

Contractors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting the offer and signing this certificate, this bidder:

> *Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract.*

Signature of Authorized Company Representative

ATTACHMENT 'H'

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. This law makes it necessary for Orangefield ISD to determine residency. **Section: 2252-001** (3) 'Non-resident bidder' refers to a person who in not a resident. (4) 'Resident bidder' refers to a person whose principal place of business in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. **Section: 2252.002** A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's place of business is located.

I certify that _____
(Name of Company Bidding)

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 94), is in the city of

_____in the state of _____

_____
Signature of Authorized Company Representative

CONFLICT OF INTEREST NOTICE
Orangefield Independent School District

Notice to Vendors
Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

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

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

ATTACHMENT 'J'

CERTIFICATION OF INTERESTED PARTIES- FORMS 1295

A person or business entity entering into a contract and/or agreement with OISD is required by the New Government Code Statute §2252.908, to complete Form 1295 "Certificate of Interested Parties" located at https://www.ethics.state.tx.us/filinginfo/1295/. Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, then signed and submitted along with the bid/quote/proposal document(s).

THIS FORM MUST BE COMPLETED ONLINE

ATTACHMENT 'K'

DEVIATIONS / SIGNATURE PAGE

In the event the undersigned Respondent intends to deviate from the general terms and conditions listed within this proposal, all such deviations must be listed on this page, with complete and detailed conditions and information also being attached. In the absence of any deviation entry on this form, the Respondent assures the District of their compliance with the Terms, Conditions, and information contained within this PROPOSAL.

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

_____

_____

_____

_____

_____

_____

_____

Deviations:

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

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

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

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

_____ **No Deviations**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ATTACHMENT 'L'

CERTIFICATE OF NON-COLLUSION STATEMENT

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

Signature of Authorized Representative_____

CERTIFICATION

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

Date_____

Name of Company_____

Printed Name of Authorized Representative:_____

Signature of Authorized Representative:_____

ATTACHMENT 'M'

EXECUTION OF OFFER

The Respondent must complete, sign and return this Execution of Offer as part of their Qualifications. Failure to sign and return this form will subject the Qualifications to rejection by the Owner.

Respondent's Name:_____

Respondent's State of Texas Tax Account No.:_____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation:_____

Respondent's Charter No:_____

Identify each person who owns at least 25% of the Respondent's business entity by name:

_____
(Name)

_____
(Name)

_____
(Name)

_____
(Name)

Submitted and Certified By:

_____	_____
(Respondent's Name)	*(Title)*
_____	_____
(Street Address)	*(Telephone Number)*
_____	_____
(City, State, Zip Code)	*(Fax Number)*
_____	_____
(AUTHORIZED SIGNATURE)	**(DATE)**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSALS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

BY SIGNATURE HEREON:

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

2. Respondent agrees to furnish to the Owner the services described in its proposal, and to comply with all terms, conditions and requirements set forth in the RFP and documents contained herein.

3. Respondent affirms that Respondent has not given and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.

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

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

6. Respondent represents and warrants that:

    a. Respondent is a reputable company regularly engaged in providing construction manager at risk services necessary to meet the terms, conditions and requirements of the RFP.

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

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

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

e. Respondent, if selected by the Owner, will maintain insurance as required by the construction agreement.

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

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

h. Under Section 2155.004, Texas Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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

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

8. Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 Tex. Admin. Code 111.2.

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

10. Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).

11. Respondent represents and warrants that Respondent will comply with the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

12. Respondent certifies that Respondent will comply with all applicable federal laws and regulations pertaining to Equal Employment Opportunities.

13. Respondent affirms that the firm is not a related entity to any of the Architect's or Design Professionals identified for the Projects comprising the defined Project set forth in this RFP, Pfluger Architects. Pursuant to HB 2634, which amends Texas Government Code §2269.252(b) and adds §2269.252(c), an entity is related to the Architect if it is a sole proprietorship, corporation, partnership, limited liability company, or other entity that is a subsidiary, parent corporation, or partner or has any other relationship in which the Architect has an ownership interest, or is subject to common ownership or control, or is party to an agreement by which it will receive any proceeds of the Construction Manager At-Risk's payments from the Owner/Orangefield ISD.

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

15. Respondent certifies its understanding that, pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at $100,000 or more and if the Offeror has at least ten (10) full time employees, then the Offeror, by its execution of any resulting agreement with OISD, represents and warrants to the OISD that the Offeror does not boycott Israel and will not boycott Israel during the term of any resulting agreement. This section does not apply to a sole proprietorship.

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

17. Respondent verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Offeror has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any contract with OISD.

18. Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at $100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to the OISD that the Offeror does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.

19. Pursuant to Texas Government Code Chapter 2274, if the contract is valued at $100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to the OISD that the Offeror does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of

the contract. This provision does not apply to sole proprietorships.

20. In compliance with Chapter 2252 of the Texas Government Code, Offeror certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Offeror also certifies that for the length of any resulting contract with OISD, Offeror will not engage in any business with Iran, Sudan, or any foreign terrorist organization.

21. By submitting a response to this RFP, Respondent agrees to waive any and all claims it has or may have against the school district and its trustees, employees and officers, including, but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.

22. By submitting a proposal, it is agreed that such proposal shall be valid and not withdrawn for a period of ninety (90) days from the date of opening.

23. Proposer understands and agrees that issuance of this RFP does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this request.

24. The District reserves the right to waive any formality and to reject any or all proposals.

Submitted and Certified By:

(Respondent's Name)	*(Title)*
(Street Address)	*(Telephone Number)*
(City, State, Zip Code)	*(Fax Number)*
(AUTHORIZED SIGNATURE)	**(DATE)**

GENERAL CONDITIONS

The term General Conditions Costs shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The General Conditions Costs shall not be compensated based on actual cost, and include only the items set forth in this § 6.1.7.2. The following work is included in general conditions costs to be reimbursed in accordance with Section 6.1.7.1:

.1 Labor Costs

a. Wages or salaries all of the Construction Manager's supervisory, administrative and other personnel, whether employees or independent contractors, when stationed at the site. This includes all of the Construction Manager's staff except employees performing portions of the Work pursuant to Section 9.4. This includes but is not limited to: project superintendents (including assistants), managers and administrators (including assistants); project engineers (including assistants); secretaries and other office staff; estimating, cost control, scheduling and safety staff (dedicated to Project and located on site), field engineers (including assistants) and security staff and watchmen.

b. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in General Conditions Costs under articles.1a of this section, Labor Costs. Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor shall be allocated to Home Office Overhead and will be compensated within the Construction Manager's Fee Percentage.

c. Expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling between projects in discharge of duties connected with the Work

d. Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

.2 Materials And Equipment, Temporary Facilities And Related Items

a. All costs of mobilization and demobilization of the project site.

b. Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment (including hoisting and material-moving equipment required and used on site) and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of Owner-approved storage of materials and equipment, if any, suitably stored off the site at a mutually acceptable location.

c. Rental charges for temporary facilities, machinery, equipment (including hoisting and material-moving equipment required and used on site), and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools.

d. Rental and costs of operation of Construction Manager's site office, including transportation, erection, installation, dismantling, maintenance, and removal; supply of general office supplies, equipment (including computers, and copiers) and furnishings; maintenance, repairs of same and temporary utilities.

e. Cost of temporary project signage; temporary fencing; temporary fire protection; temporary security and protection of the Project site; tree protection not included in a specific subcontract scope; dewatering of project site and areas not included in a specific subcontract scope; temporary irrigation, partitions; temporary streets/roads including maintenance and dust control; off-site parking for onsite personnel; temporary safety covered pedestrian walkways, building entry protection; street and sidewalk barricades, traffic control and related safety measures; temporary electricity, water and gas for the project site, including costs of connection; erosion control including SWPPP measures and maintenance of same; General Layout – Maintaining benchmarks, establishing control points, layout of the building corners and maintaining horizontal control.
f. Costs of safety training programs and OSHA compliance; edge railing and toe boards; first aid supplies and training costs; cups, water, coffee for personnel and subcontractors (i.e. office and Jobsite/field water and ice) including cost of distribution; hard hats and safety goggles required by site personnel and subcontractors.
g. Costs of removal of debris from the site of the Work and its proper and legal disposal, including periodic cleaning during the project performed by the Construction Manager including labor, equipment, material and supplies; dumpsters or other means of removal of debris from the project site (including dump charges) and coordination of same. Final cleaning of the Project Site, not included in a contract for final cleaning of a portion of the Work.
h. Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. This includes but is not limited to costs of: reproduction of construction documents outside of the agreed upon number to be provided; electronic distribution of construction documents; record drawings and shop drawings and other submittals; project documentation, including photographs and digital video; record documents including paper and electronic media; closeout documents and operations and maintenance manuals.
i. Cost of licenses and dues arising from construction permitting requirements; software and data processing licenses; CPM scheduling software licenses.
j. Costs for communications services, communications devices, electronic equipment, and software, directly related to the Work and located at the site, including website and software; hosting costs; and communication devices including telephones (wired and wireless), fax machines, pagers and radios.
k. Costs of advertising for trade contractors, subcontractors and vendors as required to establish guaranteed maximum price.
l. Cost of providing warranties and warranty inspection.

ATTACHMENT 'O'

SECTION V - PROPOSAL FORM/COST FORM
ORANGEFIELD CONSTRUCTION AND RENOVATION PROJECTS

Company Name: _____
Address: _____
Phone: _____
Fax: _____

Having examined **RFP Construction Manager-At-Risk**, the following is a breakdown of proposed fees and costs.

A-1. CONSTRUCTION MANAGER'S FEE

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

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

Respondent proposes the following percentage to be multiplied by the Cost of the Work to arrive at the Construction Manager's Fee for home office overhead and profit.

_____Percent (___%)

A-2. GENERAL CONDITIONS

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

Provide your proposed General Conditions Costs for the Project, expressed as a percentage of the overall Cost of the Work. The General Conditions costs which shall be included in arriving at this percentage include the costs defined in **§ 6.1.7 and all subparts** of the AIA Document A133-2019, as amended by the Owner, and as defined in Attachment 'N'. In order to be able to accurately compare the General Conditions proposals, the General Conditions percentage proposed will be PRESUMED to be based upon these definitions. The Respondent shall not change the items included in the General Conditions, or substitute its own definition of items to be included in the General Conditions. If a Respondent proposes General Conditions costs based upon any other definition, the Owner will disqualify the Respondent's proposal as non-responsive. The General Conditions will also be utilized in arriving at the Guaranteed Maximum Price and no items listed in the

General Conditions, will be permitted to be included as part of the Cost of the Work, nor will items reasonably inferred to be General Conditions costs of maintaining the Project Site be included under a "General Requirements" or similar division as Cost of the Work.

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

_____Percent (___%)

A-3. NOT TO EXCEED PRICE FOR PRE-CONSTRUCTION SERVICES IF CONSTRUCTION PHASE DOES NOT COMMENCE

All costs for pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis are included in the Construction Manager's Fee proposal in **Item A-1**, above. However, **if the construction phase services do not commence for any reason,** payment to the Construction Manager for preconstruction services shall be the necessary and reasonable costs of such services, not to exceed the lump sum of:

Note: To avoid misunderstanding this Pre-Construction Services Fee Proposal will **ONLY** be relevant if, for any reason, the District does not proceed with the Construction Manager's Construction Phase services, **in all other cases the Construction Manager's Fee proposed in Item A-1 will be deemed to include all compensation for Preconstruction Phase Services.**

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

_____Dollars $ _____
(Amount in figures)

If the amount is "zero", enter "0"; do not enter "no bid"

A-4. ADDENDA. Undersigned acknowledges receipt of Addenda Nos. and date(s):

_____

A-5. REPRESENTATIONS

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

1. Respondent will hold Proposal open for acceptance for ninety (90) days.

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

3. By signing this Proposal Form, the undersigned on behalf of the Respondent affirms that,

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

4. All contingencies and savings shall be returned one hundred percent (100%) to the Owner.

5. Respondent has read and understands the Proposal Documents and the Owner/Construction Manager Agreement, and this Proposal is made in accordance with these documents.

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

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

8. To the fullest extent permitted by applicable law, the Respondent waives any claim it has or may have against the Owner, the Architect, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any offers; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of a Contract.

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

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)