

Pecos-Barstow-Toyah Independent School District

REQUEST FOR QUALIFICATIONS (RFQ)

April 8, 2019

FOR: Construction Manager at Risk (CMAR) – Step 1

PBTISD 2019 BOND PROJECTS

Pecos Pre-K site new furniture
New and/or renovated buildings at Austin Elementary School site
New building at Bessie Haynes Elementary School site
Renovated buildings at Crocket Middle School site
New and/or renovated buildings at High School site for New Middle School
New High School
New building at Administration site
Employee housing complex

Pecos - Barstow - Toyah
INDEPENDENT SCHOOL DISTRICT



RFQ Submission Schedule:

Date: May 1, 2019

Time: 2:00 P.M.

**Location: Pecos-Barstow-Toyah Independent School
District Business Office
1302 South Park Street
Pecos, TX 79772**

**NOTICE OF REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER AT-RISK, TWO-STEP PROCESS**

Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter F, it is the intention of the Pecos-Barstow-Toyah Independent School District (the "District") to select a Construction Manager At-Risk (CMAR), via a two-step process, for the construction of the 2019 Bond project/s.

Questions regarding this RFQ should be directed in writing via email to Eddie Ramirez, Chief Financial Officer, eramirez@pbtisd.esc18.net. Sealed Statement of Qualifications ("SOQs) marked "CMAR Request for Qualifications – Step 1" will be received until **2:00 PM (Local Time)** May 1, 2019. Sealed SOQs may only be delivered to the **Business Office, 1302 South Park Street, Pecos, Texas 79772**. SOQs received by hand delivery or mail after that time will be returned unopened. The time and date recorded in the Superintendent's Office shall be the official time of receipt.

The District reserves the right to waive any technicalities or to accept or reject any, or all, of the SOQs.

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT-RISK SERVICES

PURPOSE

The District intends to select a CMAR for the purpose of constructing the Projects described below. The selection shall be accomplished in a two-step process as provided for in the Texas Government Code, Chapter 2269, Contracting and Delivery Procedures for Construction Contracts, Subchapter F, Construction Manager At-Risk Method.

Statement of Qualifications (SOQ) shall include the information requested in the sequence and format prescribed. In addition to and separate from the requested information, submitting organizations may provide supplementary materials further describing their capabilities and experience.

Sealed SOQs (four hard copies and one digital copy in .pdf format) of the Qualifications Statements shall be submitted to:

**Business Office
Pecos-Barstow-Toyah Independent
School District
1302 South Park Street, Pecos, Texas,
79772**

No later than 2:00 PM (local time) on May 1, 2019

SELECTION PROCESS

•STEP 1 The District shall receive, publicly open, and read aloud the name of the firms submitting a Statement of Qualifications (Respondents). The District shall select no more than three (3) Respondents for Step 2 Proposals solely on the basis of Step 1 qualifications. The qualification criteria shall include the firm's experience, past performance, safety record, methodology, and experience with similar project that demonstrate the capability of the Respondent.

STEP 2 (PART A) Respondents short-listed after Step 1 will be invited to respond to a subsequent Request for Proposals (RFP) which will include proposed rates for construction phase services. The District has set **May 9, 2019** as a tentative date for the short-list of Respondents to submit their responses to the RFP.

Upon conclusion of the interviews and submission of the Step 2 Proposals, the firms will be evaluated and ranked in accordance with the criteria contained in the RFP and determined to provide the best value for the District.

The District reserves the right to split the RFP into separate packages which will be further defined in Step 2.

STEP 2 (PART B) Interviews may be conducted with the short-listed Respondents after the submission of the Step 2 Proposals. The interview shall be considered a part of the Step 2 evaluation process. In accordance with the schedule, interviews may be conducted **May 16, 2019**. The Respondents to be interviewed should include the project manager and job superintendent identified in the SOQ. Respondents can receive up to 50 additional points for the presentation. The presentation points will be added to the SOQ scores.

Queries about the Project and the Request for Qualifications should be addressed to:

Eddie Ramirez, Chief Financial Officer eramirez@pbtisd.esc18.net

CONSTRUCTION MANAGER SELECTION SCHEDULE

- Request for Qualifications Released April 18, 2019
- Run Advertisements April 18, 2019
April 25, 2019
- Pre-Proposal Meeting **3:00pm** April 29, 2019
- Last day for questions **5:00pm** April 29, 2019
- Post questions on Bond Website **5:00pm** April 30, 2019
- Receive Statements of Qualifications (Step 1) **2:00 pm** **May 1, 2019**
- Establish short list of firms and notify for Step 2 (Part A) May 9, 2019
- Receive Proposals (Step 2) **10:00am** sealed – May 16, 2019
9:15pm open
- Conduct Interviews (Part B) **6:30pm – 9:00pm** **May 16, 2019**
- Evaluate Proposals and Rank Selections 9:20pm – 9:45pm May 16, 2019
- Recommendation to Board of Trustees May 16, 2019
- Board Meeting May 16, 2019

PROJECT DESCRIPTION

Project Name

Scope:

Pecos Pre-K site new furniture

New and/or renovated buildings at Austin Elementary School site

New building at Bessie Haynes Elementary School site

Renovated buildings at Crocket Middle School site

New and/or renovated buildings at High School site for New Middle School

New High School

New building at Administration site

Employee housing complex

Anticipated Schedule:

To be determined by CMR

Anticipated Construction Budget:

\$274,000,000.00

Pre-Construction Services: The Construction Manager shall provide the following with respect to the Project:

1. Attend regular design meetings with the Program Manager, District, and Architect to review the project status and to develop an understanding of the project scope.
2. Consult with the Program Manager, District and Architect regarding on-site and off-site development, building systems selection, material selection, and identification of long-lead items impacting the project schedule.
3. Provide recommendations on construction feasibility.
4. Provide alternative design solutions, including cost and schedule impacts, for determination of best value for the District.
5. Prepare and periodically update a preliminary project schedule for the Architect's review and the Program Manager's and the District's approval. The Construction Manager shall coordinate and integrate the preliminary project schedule with the services and activities of the Program Manager, District, Architect, and Construction Manager.
6. Develop multiple proposal packages as necessary in order to achieve occupancy, efficiency of general conditions cost, and the greatest economy for the District. The Construction Manager shall assist the Program Manager, District and Architect in determining phasing, packaging, and the associate definition of scope.
7. Prepare a comprehensive probable cost estimate at the completion of Schematic Design and 50% Construction Documents to ensure alignment with the project budget. If any estimate submitted to the District exceeds the agreed upon budget, the Construction Manager shall make recommendations to the Program Manager, District and Architect to reduce the cost of the project.
8. Recommend to the Program Manager, District and Architect a schedule for procurement of long-lead items that will constitute the work as required to meet the project schedule.

The District intends to use the 2017 AIA Document A133–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price and the A201-2017, General Conditions of the Contract for Construction, as modified by the District. This document will be provided as part of Step 2.

STATEMENT OF QUALIFICATIONS AND SUBMISSION REQUIREMENTS

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format.

1. Firm Information

Name of firm:

Address of principal office:

Phone and Fax:

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

Year Founded:

Primary Individual to Contact:

2. Organization

2.1 How many years has your organization been in business as a CMAR/Contractor?

2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, Treasurer's name.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), and names of general partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

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

3. Licensing

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

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

4. Experience

4.1 List the categories of work your organization normally performs with its own forces.

4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

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

4.3.1 Has your organization ever failed to complete any work awarded to it?

4.3.2 Are there any judgments, claims, arbitration proceedings, or suits pending, or outstanding, against your organization or its officers?

4.3.3 Has your organization filed any law suits or requested arbitration with regards to construction contracts within the last five years?

- 4.4 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
- 4.5 **Current Work:**
List the major construction projects your organization has in progress, giving the name and location of project, the nature of your selection for the project and the service you are providing (general contractor with bid selection, construction manager with qualification selection and GMP, etc.), owner, architect, contract amount, percent complete, and scheduled completion date.
- 4.6 **Work over last 5 years:**
List major projects constructed by your organization over the last 5 years. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, completion date, owner and architect, and the manner in which your organization was selected (bid, RFP or other method).

5. Financial Information:

- 5.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and pre-paid expenses).
 - Net Fixed Assets
 - Other Assets
 - Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - Other Liabilities (e.g., capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
- 5.2 Name and address of firm preparing attached financial statement and date thereof.
- 5.3 Is the attached financial statement for the identical organization named under Item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).
- 5.4 Will the organization, whose financial statement is attached, act as guarantor of the contract for construction?
- 5.5 Provide name, address, and phone number for bank reference.
- 5.6 Surety: Name of bonding company and name and address of agent.
- 5.7 Payment and performance bonds for 100% of the amount of the Anticipated Construction Budget as specified herein will be required upon execution of owner/construction manager agreement. Include a letter of intent from the named surety company indicating your firm's ability to bond for 100% of the Anticipated Construction Budget.
- 5.8 Provide your firm's total bonding capacity. Identify how much of the capacity is currently uncommitted.

6. Experiences with Concepts for Work as a Construction Manager At-Risk

- 6.1 Describe your organization's concepts for working in a team relationship with the Owner, Architect and Program Manager during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phases. Which (one or more) of those projects listed above best exemplify these concepts and experience?
- 6.2 **Cost Estimates**
Attach a sample conceptual cost estimate prepared during the design phase of a project, and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (Identity of the project may be concealed. The intent is to see the nature and format of the cost information provided).
- 6.3 **Savings**
Describe your organization's concept for the disposition of savings realized during construction. Is the full amount returned to the owner?
- 6.4 **Contingencies**
Describe your organization's concept for cost contingencies both during design and during construction? What is your organization's concept for the disposition of contingency funds after the completion of the project?
- 6.5 **Cost Information**
Does your firm make all cost information during design and construction available to owner and architect?

7. Owner/Construction Manager Agreement:

The Owner will use AIA document A133-2009 as modified by the District as the base construction contract document with the Construction Manager. The general form of the General Conditions document will be the AIA document A201 – 2007 as modified by the District, these contracts will be provided to the short-listed firms prior to submission of the Step 2 Proposals. Any changes, modifications, or exceptions must be specifically noted, in writing, as part of the Step 2 Proposal. Fee structures will be negotiated and contained as a part of the final agreement. As a part of your proposal indicate that, if selected, you will execute this contract, noting exceptions. All requests for modifications will be through mutual agreement of the Owner and Construction Manager. In the event an agreement cannot be reached, the District will terminate negotiations, and begin negotiations with the next ranked firm that provides the best value to the District.

8. References

For six (6) of the projects listed above (re Item 4.6), identify a representative of the owner and a representative of the architect (provide name, phone/fax numbers) whom we could contact as references regarding your organization's services. Ideally, some of the references should be for similar projects of comparable scope.

9. Required Forms:

Respondent must complete, execute and submit, as part of its Proposal, the following:

- (a) **Non-Collusion Affidavit**
- (b) **Conflict of Interest Questionnaire**
- (c) **Proposal Acknowledgement Form**

SOLICITATION TERMS AND CONDITIONS

(For solicitations advertised under Education and Government Code.)

The Solicitation Terms and Conditions (the “ST&Cs”) are used in conjunction with and referenced in solicitations published by Pecos-Barstow-Toyah ISD (“PBT ISD” or “District”). The Offeror is cautioned to read and understand the terms and conditions set forth in this document prior to responding to a District solicitation. It is recommended that a copy of this document be retained for future reference.

Applicability of Terms and Conditions. Depending on the type of solicitation, these conditions are applicable and form a part of the contract documents for equipment, goods and/or services contracts. These conditions are also a part of the terms of each purchase order for items of equipment, goods and/or services included in the scope of work/specifications/pricing list.

I. GENERAL

1. **Award.** The District reserves the right to make separate awards to more than one (1) Offeror for each separate portion and/or unit of the project if such separate awards would, in the sole determination of the District, constitute the best value for the District.
2. **Questions.** Offeror will direct all questions related to the solicitation to the senior buyer indicated on the face of the solicitation. No contact shall be made with the District requestor unless specifically authorized, in writing, by the senior buyer. Failure to comply with this requirement may be grounds for rejection of solicitation offer.
3. **Contract.** The contract documents consist of any solicitation response documents issued or received pursuant to the processing of the solicitation, these ST&Cs, the contract included in the solicitation, and any forms/exhibits tied to District action leading to the award. In the event of a conflict between the solicitation scope of work and/or specifications, and the terms of the contract, the terms of the contract shall prevail.
4. **Award Contract Form Included in Solicitation.** This solicitation may have a proposed contract which the District intends to require the awarded Offeror(s) to execute in substantially the form thereof, after appropriate completion thereof and attachment of required exhibits thereto. If any Offeror has any objection to executing the proposed contract, the Offeror will, in its offer, identify each provision therein to which the Offeror objects and/or such additional provisions and changes which the Offeror desires to be incorporated into the final contract between the Offeror and the District. Any proposed changes must be documented on the form provided and included in the offer.
5. **Offers.** If the District receives two or more offers that are identical, in nature and amount, as the lowest and best offers, it shall select only one offer from the identical offer. If only one of the Offerors submitting identical offers is a resident of the District, that Offeror shall be selected. If two or more such Offerors are residents of the District, one shall be selected by the casting of lots. In all other cases, one of the identical offers shall be selected by the casting of lots (CH Legal).
6. **Cancellation.** The District reserves the right to cancel the contract, without cause, at any time during its term. Notice of such cancellation will be made, in writing, at least 30 consecutive days prior to the effective date of cancellation, to the Offeror’s contact address on file with the District. It is the responsibility of the Offeror to inform the District of any change of legal address.

7. **Modification of Contract.** The contract may be modified or rescinded only in writing when signed by both parties to the contract or their duly authorized agents.
8. **Nondisclosure.** Offeror shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Offeror shall not publish, distribute, or use any information developed under or about the existence of a purchase order, or use the District's name, logo, trademark, for the purpose of advertising, making a news release, creating a business reference, creating a website, or for products or service endorsement without express prior written approval of the District.
9. **Venue.** The parties agree that the venue for execution of the contract or any litigation arising from the contract shall lie in Pecos, Reeves County, Texas.
10. **Immunity.** Offeror acknowledges that the District is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by the constitution and laws of the State of Texas. By entering into the contract, the District does not waive any of its immunities from suit and/or liability, except as specifically authorized by law.
11. **Other Applicable Laws.** Any provision required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law ordinance, rule or regulation shall be deemed to be incorporated herein.
12. **Release for Delivery or Commencement of Work.** Any authorization of delivery or commencement of work listed and made part of the contract will be released via the use of a purchase order, notice to proceed letter, or other valid written instrument. No service or delivery should be undertaken by Offeror unless it is in response to a written request. Any service or delivery provided without a valid written instrument will be considered a donation to the District.
13. **Availability/Appropriation of Funds.** The award of the contract is dependent on the availability and/or appropriation of funding by the District's Board of Trustees. In the event funds do not become available or are not appropriated, the contract may be terminated or the scope amended. A written notice will be given to the Offeror, and there shall be no penalty or removal charges incurred by the District.
14. **Gratuities.** The District may, by written notice to the Offeror, cancel the contract without liability to Offeror if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Offeror, or any agent or representative of the Offeror, to any Board member, officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred in securing a contract with another Offeror.
15. **Independent Business.** Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Offeror or between the District and the Offeror's employees. The District shall not be subject to any obligations or liabilities of the Offeror or its employees, incurred in the performance of the contract unless otherwise herein

authorized. The Offeror is an independent contractor and nothing contained herein shall constitute or designate that the Offeror or the Offeror's employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.

16. **Assignment.** No right or interest in the contract shall be assigned nor any delegation of obligation be made by the Offeror without the written permission of the District. Any attempted assignment or delegation by the Offeror shall be wholly void and totally ineffective for all purpose(s) unless made in conformity with this paragraph.
17. **Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE OFFEROR SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD-HARMLESS YISD, CONSULTANT, ITS OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, AGENTS AND EMPLOYEES OF EACH OF THEM (COLLECTIVELY, THE "INDEMNITIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' AND CONSULTANT'S FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM A CLAIM FOR BODILY INJURY OR DEATH OF ANY PERSON RELATING TO OFFERORS PERFORMANCE OF ANY CONTRACT RESULTING FROM THIS SOLICITATION. YISD RESERVES, AND DOES NOT WAIVE, ITS RIGHTS OF SOVEREIGN IMMUNITY AND SIMILAR RIGHTS AND IT'S RIGHTS UNDER THE TEXAS TORT CLAIMS ACT.
18. **Patent and Copyright Indemnity.** OFFEROR SHALL INDEMNIFY THE DISTRICT AGAINST ALL LOSSES, LIABILITIES, LAWSUITS, CLAIMS, EXPENSES (INCLUDING ATTORNEY FEES), COSTS, AND JUDGMENTS INCURRED THROUGH THIRD PARTIES CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT. RELATING TO OFFERORS PERFORMANCE OF ANY CONTRACT RESULTING FROM THIS SOLICITATION.
19. **Equal Employment Opportunity.** The District requires compliance with executive order 11246, entitled Equal Employment Opportunity, as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CPF Part 60).
20. **Availability of Offeror Records.** The Offeror's records which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures, subcontract files; original estimates; (estimating work sheets; correspondence; change order files including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the District to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction by District's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of a) contractor compliance with contract requirements, b) compliance with District's business ethics policies, and c) compliance with provisions for pricing change orders, payments or claims submitted by the contractor or any of his payees.

21. **Workers' Compensation.** No workers' compensation insurance has been or will be obtained by the District on account of Offeror or its employees or agents. Offeror shall comply with the workers' compensation laws of the State of Texas with respect to Offeror and Offeror's employees and agents. A potential Offeror or the Offeror agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If Offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.
22. **Senate Bill 9, Criminal History Record.** Offeror and all of its employees and Offeror sub-contractor's employees must submit to the District proof of a satisfactory criminal record check (CRC) of all individuals working on District property through background checks conducted as required by Senate Bill 9 on the form provided and included in this solicitation. The information regarding the requirements for conducting a CRC is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open "Crime Records" and reading "School District Guide to Senate Bill 9". Offeror/contractors employees and Offeror's sub-contractors employees must complete CRC within five (5) working days of receipt of award notification and returned via fax, email, or the Fact Clearinghouse. Sub-contractor's employee information must be provided in a sealed envelope. It is the Offeror/contractors responsibility to notify the District of any changes in personnel working on District property (i.e. termination, new hire, etc.).
23. **Conflict of Interest (Texas Local Government Code Chapter 171 and 176).** Board members and Offerors have significant legal obligations regarding conflicts of interests under the referenced statutes. Any Board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. Offeror warrants the following: that if any potential conflict of interest, such as a relationship with a Board member, officer or employee involved in the decision making process exists, such conflict of interest will be identified in an enclosure to the Offeror's offer. In addition, Board members AND Offeror/Offerors must disclose certain other relationships under Texas Local Government Code Chapter 176, even if such relationships may not call from abstention by the Board Member. It is the Offeror/Offeror's responsibility to be familiar with the provisions referenced in this paragraph and to comply with such laws by disclosing covered relationships. Conflicts of interest must be documented on form provided on the Purchasing Department website and included in offer.
24. **No Contingent Fees.** The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this warranty, the District shall have the right, in addition to any other remedy available, to cancel the contract without liability and to deduct from any amounts owed to the Offeror, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.
25. **Calendar Days.** The consecutive number of calendar days for a project to be completed. The work to be performed shall commence within 10 days from the date of notice to proceed issued by the District.

26. **Warning.** Any added terms or conditions, any forms not completed, and any information not provided may result in disqualification of a solicitation response.

27. Term for Communication with Board.

a. Prohibition against Contact.

- i. Offerors are prohibited from approaching members of the Board, District employees, sub-contractors, agents, and representatives, or any officer of the District in an attempt to gain an advantage in the award process, after this solicitation has been formally advertised to the public for solicitation of submittals. The District may, by written notification to the Offeror, reject an offer for violation of this clause.
- ii. No Lobbying. So that no Offeror or Offeror's representative will obtain a competitive advantage over any other Offerors, every Offeror and Offeror's representative, by participating in the process, agrees that Offerors and Offeror's representatives or anyone involved in the solicitation, will not engage in any form of political or other lobbying whatsoever with respect to this solicitation or to influence the outcome of this process. In the event of any such lobbying, the District, at its sole and absolute discretion may at any time, but not be required to, reject any submittal by that Offeror without any further consideration and terminate that Offeror's right to continue in the process. The District may also impose such conditions on that Offeror's continued participation in the procurement stage as the District, at its sole discretion, may consider for the public interest or otherwise appropriate. All correspondence or contact by interested parties with the District must be directly, and only with the designated the Purchasing Department representative for this solicitation. Any offer may be rejected for violation of this clause.
- iii. To ensure that all publicity is fair and accurate and will not inadvertently or otherwise influence the outcome, Offerors and Offeror's representatives shall not, without first obtaining the District's written approval: make any public announcements; communicate with the media; or otherwise, publish or release any information with the intention that it be released to the public, concerning this solicitation process or offers. Offerors shall ensure all of Offeror's representatives and others associated with the Offeror shall comply with these requirements. In the event of any such unauthorized publicity, the District at its sole and absolute discretion, may at any time reject any solicitation submission by that Offeror without any further consideration and terminate that Offeror's right to continue in the process. Any offer may be rejected for violation of this clause.

FORMS

- **Non-Collusion Affidavit**
- **Conflict of Interest Questionnaire**
- **Proposal Acknowledgement Form**

NON-COLLUSION AFFIDAVIT

BOND 2019
PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT

By submission of this bid or proposal, the undersigned certifies that:

- A. The bid or proposal has been independently arrived at without collusion with any other bidder or with any other competitor;
- B. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the bids, or proposals for this project;
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid or proposal;
- D. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his behalf.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

City State Zip

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

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.

Instructions for the Conflict of Interest Questionnaire

According to Local Government Code, Chapter 176, a person or an agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with Ysleta Independent School District must file a completed Conflict of Interest Questionnaire with the Purchasing Department not later than the seventh business day after the date that the person begins contract discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the District. This Conflict of Interest Questionnaire must be filed annually by September 1 as long as the person or the agent of the person continues to contract or seek to contract for the sale or purchase of property, goods, or services with the District or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. The completion of the Conflict of Interest Questionnaire is not needed if the person is an employee of a governmental entity and is acting in the employee's official capacity.

Explanation of the Conflict of Interest Questionnaire

1. Name of person doing business with the District.
2. Check the box if you are filing an update to a previously filed questionnaire.
3. Name each employee or contractor of the District and describe the affiliation or business relationship. **If no affiliation or business relationship exists, state "NONE."**

Examples:

- If your spouse, parent, or child is the District's Director of Purchasing and a bid is being submitted to the Purchasing Department, this relationship must be reported.
- If your spouse, parent, or child is the Principal at a School and your business may sell items directly to that school, this relationship must be reported.
- If you or your spouse, parent, or child is in business with a District employee that would be making a recommendation concerning a purchase or sales transaction involving you, the relationship must be reported.
- If you employ or do business with a spouse, parent, or child of a District employee that would be making a recommendation concerning a purchase or sales transaction involving you, the relationship must be reported.
- If you are a District employee and would be making a recommendation concerning a purchase or sales transaction involving you, the relationship must be reported.
- If your neighbor or friend is a District employee that would be making a recommendation concerning a purchase or sales transaction involving you and you feel that your relationship with this employee could affect their recommendation, this relationship must be reported.
- If any other situation exists that would result in a conflict of interest, the relationship must be reported.
- If your spouse, parent, or child is a teacher that does not make recommendations concerning purchasing or sales transactions, this relationship should not be reported.
- If your spouse, parent, or child is a Principal at a School and a bid is being considered by a separate department such as Facilities Planning (Construction Department), this relationship should not be reported.

4. Describe the relationship with vendor and PBT ISD employee that is being disclosed.
 - a. Check “Yes” if PBT ISD employee will benefit monetarily from the business relationship.
 - b. Check “Yes” if the vendor will benefit monetarily from the business relationship.

Example:

- If you or your spouse, parent, or child is related to, employs, or is in business with a District officer or their spouse, parent, or child, this relationship must be reported.
5. Provide the business relationship between the vendor listed in #1 and the YISD employee listed in #3. Information is only required if the vendor holds ownership in the company of at least 1%.
 6. Check the box if any gifts have been received.
 7. Sign and date the form. Send completed form to PBTISD Business Office.

If you have any questions, please contact the Business Office Department at 432-447-7204.

Proposal Acknowledgment Form

The undersigned affirms that she/he is duly authorized to submit and execute this proposal; that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents relating 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 or company prior to the official date and time of opening of this Competitive Sealed Proposal.

The enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions and contract provisions contained herein.

Offeror Company Name _____

Authorized signature _____

Date _____

Print or type signatory name _____

Address _____

Position / Title _____

City / State _____

Zip Code _____

()
Phone _____

()
Fax Number _____

E-mail _____

Web Page _____

(NOTE: This form must be signed and included in the proposal packet)