

CROWLEY INDEPENDENT SCHOOL DISTRICT

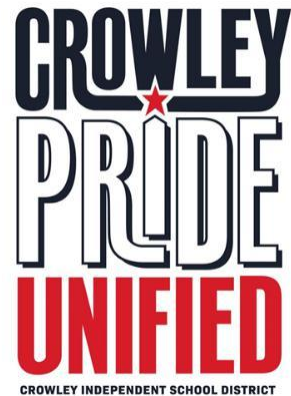
**ONE STEP SELECTION PROCESS
CONSTRUCTION MANAGER AT-RISK**

ELEMENTARY PLAYGROUND REPLACEMENTS AT MULTIPLE CAMPUSES

AS A RESULT OF 2023, BOND PROGRAM



May 14, 2024



**REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER AT-RISK, ONE STEP PROCESS**

The Crowley ISD (the District) intends to select a Construction Manager At-Risk for the purpose of constructing Elementary Playground Replacements at Multiple Campuses. Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter F, it is the intention of Crowley ISD to select a Construction Manager At-Risk (CMAR), via a one-step Request for Proposal (RFP) process. RFP package is available for download from <https://www.crowleyisdtx.org/Page/2393>

RFP SCHEDULE SUMMARY

STEP ONE

May 14, 2024 - First Advertisement May 21, 2024 - Second Advertisement	Legal Advertising for RFP
May 14, 2024	RFP documents released
May 22, 2024, 9:00 AM 10400 N. Crowley Road Crowley, Texas 76036	Pre-Submission Conference
May 28, 2024, 10:00 AM	Receipt of Request for Proposals* (See submission requirements)
June 20, 2024	Recommendation to Board of Trustees

Note:

1. This schedule is preliminary and may be modified at the discretion of the owner.
2. *All proposals received by the proposal due date/time will be opened for the sole purpose of recording the names of the Construction Manager, fees and General Conditions prices of the firms submitting Proposals.

PROJECT DESCRIPTION

Project

Elementary Playground Replacements at Multiple Campuses
Crowley and Fort Worth, Texas

Architect

VLK Architects, Inc.

Project Scope

The anticipated scope of work for this proposal is as follows;

Playground replacements at the following campuses:

BESS RACE ELEMENTARY
SCHOOL 537 SOUTH HEIGHTS
DRIVE CROWLEY, TX 76036

MARY HARRIS ELEMENTARY
SCHOOL 8400 WEST CLEBURNE
ROAD FORT WORTH, TX 76123

DALLAS PARK ELEMENTARY SCHOOL
8700 VIRIDIAN LANE FORT WORTH,
TX 76123

OAKMONT ELEMENTARY SCHOOL
6651 OAKMONT TRAIL FORT
WORTH, TX 76132

DAVID L. WALKER ELEMENTARY SCHOOL
9901 HEMPHILL STREET FORT WORTH, TX
76134

PARKWAY ELEMENTARY SCHOOL
1320 WEST EVERMAN PARKWAY
FORT WORTH, TX 76134

JACKIE CARDEN ELEMENTARY SCHOOL
3701 GARDEN SPRINGS DRIVE FORT
WORTH, TX 76123

S.H. CROWLEY ELEMENTARY SCHOOL
10525 MCCART AVENUE CROWLEY,
TX 76036

J.A. HARGRAVE ELEMENTARY SCHOOL
9200 POYNTER STREET FORT WORTH, TX
76123

SIDNEY H. POYNTER ELEMENTARY
SCHOOL
521 ASHDALE DRIVE
FORT WORTH, TX 76140

JUNE W. DAVIS ELEMENTARY
SCHOOL 6301 ROCKROSE TRAIL FORT
WORTH, TX 76123

SUE CROUCH ELEMENTARY
SCHOOL 8036 CEDAR LAKE LANE
FORT WORTH, TX 76123

Anticipated Schedule

Design/Construction Document
Phase: Proposal Phase:
Construction:

May 2024 – July 2024
July 2024
August 2024 – August 2025 (12 months)

Anticipated Construction Budget:

\$5,000,000

Special schedule considerations are as follows:

The construction sequence shall be executed as follows:

Construction shall progress from start to finish in four packages of three campuses at a time (one set of campuses per superintendent) before moving

to another group of two packages of three campuses. Liquidated damages shall be assessed on combined completion per campus.

Construction shall occur within a fenced area delineating construction area from remainder of the site. Stored materials shall also be within a fenced and secured area.

Construction activity will not be allowed during testing and school activities and events. Construction activity will not be prohibited during school hours.

Project team consists of:

Crowley ISD, VLK Architects, TNP Civil Engineer and Landscape Architect.

Pre-Construction Services:

The Construction Manager shall provide the following:

- Attend regular design meetings with the District and Architect to review the project status and to develop an understanding of the project scope.
- Consult with the 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. Recommend to the District and Architect a schedule for procurement of long-lead items that will constitute the work as required to meet the project schedule.
- Provide recommendations on construction feasibility.
- If any estimate submitted to the District exceeds the agreed upon budget, the Construction Manager shall make recommendations to the District and Architect to reduce the cost of the project.
- Provide alternative design solutions, including cost and schedule impacts, for determination of best value for the District.
- Prepare and periodically update a preliminary project schedule for the Architect's review and the District's approval. The Construction Manager shall coordinate and integrate the preliminary project schedule with the services and activities of the District, Architect, and Construction Manager.

Schematic Design

- Prepare conceptual preliminary estimate.
- Review schematic design documents with Owner and Architect.
- Submit to the Owner and the Architect considerations for time and cost control.
- Identify areas of phased construction.

Design Development

- Prepare a detailed estimate in CSI format, based on design drawings.
- Review the design development documents with the Owner and the Architect.
- Revise and update the schedule.
- Prepare an updated market report regarding local suppliers and material.

- Prepare a site use study to be used for allocation of space for storage, construction parking and temporary facilities.
- Cash flow analysis for both the design and construction phases.

Construction Documents

- The Construction Manager shall assist the District and Architect in determining phasing, packaging, and the associated definition of scope.
- Review the Construction Documents with the Owner and Architect.
- Prepare a comprehensive estimate in CSI format at 50 % & 95% to ensure alignment with the project budget.

Proposal Phase

- Schedule and conduct pre-bid conferences.
- Develop multiple proposal packages as necessary in order to achieve occupancy, efficiency of general conditions cost, and the greatest economy for the District.
- Prequalification of bidders.
- Review, analyze and evaluate and rank subcontractor bids.
- Provide a Guaranteed Maximum Price for the project.
- Schedule.

Contracts:

The District will use AIA document A133-2019 as the base construction contract document with the Construction Manager. The general form of the General Conditions document will be the AIA document A201 – 2017. These contracts will be modified/amended by the District's legal counsel. Any changes, modifications, or exceptions must be specifically noted, in writing. 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.

HISTORICALLY UNDERUTILIZED BUSINESS AND MINORITY-AND WOMEN-OWNED BUSINESSES (HUB/M/WBE):

The District establishes the 20 percent minimum percentage goals for District work to be performed by HUBs or M/WBEs as prime contractors or as subcontractors for work valued at or above \$50,000 and advertised for competitive bid or competitive sealed proposals: However, nothing in CH(Local) board policy shall operate in violation of law, including the provisions of the revised civil statutes of Texas, Texas Education Code 44.031, or any other provision of state or federal law.

Crowley Independent School District is interested in receiving RFQ responses from prime HUBs or M/WBEs or from HUB's in a teaming/joint-venture agreement.

Audit:

The Owner will retain the right to audit any or all accounting records of this project upon demand for up to 3 years after final completion of the work or final acceptance of the work by the Owner, whichever is later. The audits may include any or all payments made to subcontractors, companies or individuals, for all work associated with this project, to the extent required for a complete accounting of all costs. The accounting method must clearly show the breakdown of the following as a minimum:

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

Audits may occur at regular or irregular intervals. The Construction Manager must be able to provide documentation required upon request within 24 hours during the duration of the project. Audits will use the proposal and bidding information as the basis for verification of costs at each audit. The Construction Manager is to provide certification and reconciliation of all project costs to Owner at the completion of the project.

Advertisement:

Advertisement for Construction Manager @ Risk, One-Step Process:

Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter F, it is the intention of Crowley ISD to select a Construction Manager/s At-Risk (CMAR), via a one-step Request for Proposal (RFP) process, for Elementary Playground Replacements at Multiple Campuses. The RFQ package is available for download at <https://www.crowleyisdtx.org/Page/2393>

Questions regarding the RFP should be directed in writing via e-mail to the person listed below. No verbal responses will be provided:

Nadia Powers, M.S.Ed., CTSBS
Director of Purchasing
Crowley Independent School District
nadia.powers@crowley.k12.tx.us

Sealed responses marked "CMAR Request for Proposals, Elementary Playground Replacements at Multiple Campuses , Crowley Independent School District, May 14,

2024" will be received until **10:00 AM (Local Time), Tuesday, May 28, 2024**. Sealed responses will be received at:

**Nadia Powers, M.S.Ed., CTSBS
Director of Purchasing
Crowley Independent School District
10400 N. Crowley Road
Crowley, Texas 76036**

Submittals received after that time will not be considered for evaluation, or to reject any, or all, CMAR Request for Proposals submittals.

Contact between vendors and Crowley ISD representatives and or Crowley ISD Board of Trustees during the proposal process and or evaluation process is prohibited. Any attempt by vendors during the proposal process and or during the evaluation process to contact CISD representatives and or Crowley ISD Board of Trustees, may result in disqualification of your bid response. All communication shall go through the Purchasing Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The vendors will be responsible for reviewing any posted applicable addenda.

The Crowley Independent School District Board of Trustees reserves the right to reject any or all RFQ responses, to waive technicalities, and to re-advertise for new CMAR's in the best interests of the District.

SUBMISSION REQUIREMENTS AND OUTLINE

Submit eight hard copies and one digital copy in .pdf format of your proposal. 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.

Tab 1: Experience

- 1.1 Company Information: Company name, address of principal's office, telephone number, and Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other), Name of Primary Contact, Primary Contact telephone number and primary contact e-mail:
- 1.2 Years in Business: Number of years operating within the Dallas-Fort Worth Area
- 1.3 Construction of playgrounds at occupied campuses as CSP/CMAR: Provide the following information for each project listed for a minimum of five completed projects in the last 8 years:
 - Project name, location, description, original budget, owner, architect, photographs and project size
 - Original Substantial completion and actual substantial completion date
- 1.4 Experienced in the Texas construction market as CMAR: Provide the following information for each project listed in the last 10 years:
 - Project name, location, description, original budget and final project size
 - Original Substantial completion and actual substantial completion date

Tab 2: Technical Competence

- 2.1 Schedule: Provide a schedule that will be used to control various project phases, Describe your approach to assure timely completion, including methods used for schedule recovery and describe strategies for meeting or improving schedules for design and/or construction.
- 2.2 Pre-Design Estimates: Describe your organization's methods for estimating cost during the design/ document phases. Provide the following information for one of the projects listed in 1.3:
 - 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 same project. (Identity of the project may be concealed)
- 2.3 Technology: Provide examples of information management systems you will use during pre-construction services.
- 2.4 Cost control: Provide the following information:
 - Describe your organization's concept for the disposition of savings realized during construction.
 - Describe your organization's concept for the disposition of contingency funds during construction.
 - Does your organization make all cost information during design and construction available to owner and architect?

Tab 3: Capability to perform

- 3.1 Financials:
- A. 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).
 - B. Name and address of firm preparing attached financial statement and date thereof.
 - C. Is the attached financial statement for the identical organization named under Item 3.1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).
 - D. Will the organization, whose financial statement is attached, act as guarantor of the contract for construction?
 - E. Provide name, address, and phone number for bank reference.
 - F. Surety: Name of bonding company and name and address of agent.
- 3.2 Litigation: Provide details of any past or pending litigation, or claims filed against your firm in the past five years that may affect your performance under a Contact with the Owner. (If the answer to any of the questions below is yes, please attach details). If this is not applicable please respond accordingly.
- Has your organization ever failed to complete any work awarded to it?
 - Are there any judgments, claims, arbitration proceedings, or suits pending, or outstanding, against your organization or its officers?
 - Has your organization filed any law suits or requested arbitration with regards to construction contracts within the last five years?
- 3.2 References: For five (5) of the projects listed above in item 1.3, identify a representative of the owner and a representative of the architect (provide name, phone, and email) whom we could contact as references regarding your organization's services.

Tab 4: Past Performance

- 4.1 Project Team Time with company for each individual: Given the scope and schedule of the project, identify who would work on the project. Provide assurances the identified team will remain with this project throughout the course of construction.
- Specific Project Manager/s
 - Project Engineer
 - Estimator
 - Superintendent/s.

- 4.2 Project Team time in construction: Provide a resume for each individual identified is 4.1
- 4.3 Number of K-12 schools projects completed by each individual: Provide references for each individual identified is 4.1
- 4.4 Project Team past relationship with the district: Provide a list of past district projects each individual team member identified in 4.1 was involved in.

Tab 5: Forms

5.1 Insert the following required forms in this section of the response:

- Completed – Deviation/Compliance
- Completed – Non-Collusion Statement
- Criminal Background Check / Felony Conviction Notification
- Completed – Nonresident Bidder's Certification Completed –
- Debarment or Suspension Certification
- Conflict of Interest: It is the vendor's responsibility to notify the school district if there is a conflict of interest. The following website will provide the appropriate form to be completed and submitted with the vendor's proposal. Website: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> . By law, this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. (Ref H.B. 23.)
Officers of the Crowley Independent School District are as follows:
Dr. Michael McFarland, Superintendent of Schools
Dr. Latonya Woodson-Mayfield, Board President
Gary Grassia, 1st Vice President
Dr. Mia Hall, 2nd Vice President
Nedra Robinson, Board Secretary
Daryl R.Davis,II, Board of Trustee Member
June W. Davis, Board of Trustee Member
Kelicia Stevenson, Board of Trustee Member
- Completed – Compliance with House Bill 89, Senate Bill 252, and Senate Bill 22
- W-9

- Clean Air and Water Act Compliance
- Contractor Certification for Contractor Employees

Any CMAR entering into a contract for construction with Crowley ISD will be required to file Form 1295 electronically with the Texas Ethics Commission using the online filing application

CRITERIA FOR SELECTION:

Pursuant to Section 2269.055 of the Texas Government Code, the following criteria shall be considered in evaluating and ranking the proposals. The District shall select the offeror that submits the proposal that provides the best value to the District, based upon the published selection criteria. The District shall first attempt to negotiate a contract with the highest ranked offeror. If the District is unable to negotiate a satisfactory contract with the selected offeror, the District shall formally, and in writing, end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selected ranking until a contract is reached or negotiations with all ranked offerors end.

The selection process is not just fee based, but weighted heavily on other important issues critical to the success of the project. The following are several of the key issues in the Owner's selection decision:

Max. Points

25	Contract amount
15	Experience
15	Technical Competence
25	Capability to perform
10	Past Performance
10	HUB
—	
100	Total Maximum Points

Using these criteria and weights Crowley ISD's Committee will evaluate and rank Proposals to determine the Proposer/s that presents the best value to the District.

PROPOSAL RESPONSE GUIDELINES

Proposer's response to this Request for Proposal shall include:

- **Fee Proposal Form for Work** as Prime CMAR, completed and executed on the attached Form. The Fee will be a fixed dollar amount based on a percentage of the estimated construction cost.

- **List of Anticipated General Conditions Costs**, completed and executed per the attached Form. This list is an estimate only based on your understanding of scope and schedule. General Conditions will be invoiced at the actual cost incurred with an agreed not-to-exceed amount established at such time as the schedule is fully defined. Proposers are to estimate General Conditions on the anticipated job schedule, scope and conditions, rather than a specific construction cost. Do not anticipate downloading General Conditions into Subcontractors to artificially lower this estimate. For costs tied to a fixed construction amount (such as bonds), use construction budget identified in each bid package.

General conditions costs that are schedule dependent, should assume construction services start per the construction dates identified in the RFP, the job trailer/project team moves on-site as determined by the evaluation of the proposed project schedule and construction is substantially complete as described on project schedule. The job trailer and project team would move off-site after assisting the Owner with construction related move-in issues and punch list completion.

An on-site Field Office is to be established by the CMAR using a trailer office on site as required by project definition. This Field Office will hold offices for the CMAR's field team and a workspace for the Architect.

The project team utilizes "Newforma" as the standard tracking and information collection database for the project's coordination. The selected CMAR shall provide four hours of training for their selected PM and Superintendent to be accustomed to this software package. All communication for this project including submittal of detailing pay applications between the Owner, Architect, and CMAR shall be on this web based construction program.

The CMAR's site staff during construction is anticipated to include as a minimum a full time Superintendent on-site. The CMAR will provide on-site telephone, copier,, wi-fi and email to the Owner's on-site representatives as needed. CMAR shall not change the team staffing of this project without the consent of the Owner.

CROWLEY ISD

**PROPOSAL FORM
ELEMENTARY PLAYGROUND REPLACEMENTS AT MULTIPLE CAMPUSES
FOR CONSTRUCTION MANAGEMENT AT RISK**

(ONE STEP PROCESS)

While not the final contract form at this time, AIA Document A133-2019 is the basis for definitions of Fee, General Conditions as modified.

PROPOSED COST FOR PRE-CONSTRUCTION SERVICES

Total Cost for developing cost estimates based on "Pre-Construction Services, Budgeting/Cost Estimating," described above. \$ _____

PROPOSED "FEE" FOR CONTRACTOR

Contractor "Fee" expressed as percentage of Cost of Construction for labor, equipment, materials and related costs of the work provided by the Contractor. _____ %
(The primary fee on the project.)

FEES PROPOSED FOR CHANGE ORDERS

Subcontractor mark-up fee (10% maximum allowed for overhead and profit) _____ %
Construction Manager mark-up fee _____ %

General Conditions costs per month should the Construction schedule exceed the estimated construction Duration (Assume the General Conditions costs can be translated to a per diem after one month extension. Billing to the Owner shall not exceed actual costs incurred by the Construction Manager). \$ _____

GENERAL CONDITIONS

The percentage proposed below will be fixed in the contract. Actual correlating dollar amount should additionally be shown in the attached schedule of General Conditions Costs based on the Anticipated Construction Budgets identified on pages 7 and 8 of the Request for Qualifications, Step 1. Final General Conditions Costs for any item with a fixed percentage will be based on percentage times actual cost of construction.

Contractor Insurance – includes Contractor's general liability and other insurance required by Article 11, AIA General Conditions A201 attached - expressed as percentage of the Total Construction Cost.

_____ %

What is your Insurance Rate Modifier?

=====

Amount of Commercial General Liability (Limit) that can be furnished by CMAR without increase in insurance rate proposed.

\$ _____ M

Can you add the Owner, Architect, and Engineers on your policies as additional insured without additional cost to the Owner? (Circle one)

Yes No

Subcontractor Bonding

Do you require your subcontractors to furnish payment and performance bonds? If so, which subcontractors?

(Circle one)

Yes No

Will you use sub-guard insurance on this project?

(Circle one)

Yes No

What is your claim history of subguard?

How will you manage your risk of subcontractor default on this project?

General Conditions

Provide a cost for General Conditions based upon the schedule furnished expressed as dollar amounts. Complete the enclosed form, including specific project reimbursable field staff cost data.

Please indicate "n/a" (not applicable) for any items that, in your opinion, do not apply to this project.

Please indicate with a "0" (zero) for any items that are included in your fee and will not be billed as General Conditions.

The following items are to be **included in your "Fee"** percentage rather than as General Conditions:

- Safety Supervisor inspections
- Personal computers/computer charges
- Mobile or two-way communication devices
- Vehicle rental, repair, insurance, and maintenance
- Project scheduling services (except for time of field office staff)
- Project accounting services (except for time of field office staff)

List of General Conditions

Weekly rates are to be based on actual labor cost are to be fully burdened as complete rate that will be charged to the project, without additional multipliers, factors, or supplemental costs.

Construction Manager Staff to be charged to the Project

Position	Weekly Rate	% Ea. Week	# of Weeks	Total Cost
	On Project			
Project Manager	\$ _____	x _____	% x _____	= \$ _____
Superintendent	\$ _____	x 100	% x _____	= \$ _____
Asst. Superintendent	\$ _____	x _____	% x _____	= \$ _____
Others	\$ _____	x _____	% x _____	= \$ _____
Others	\$ _____	x _____	% x _____	= \$ _____
Others	\$ _____	x _____	% x _____	= \$ _____
Others	\$ _____	x _____	% x _____	= \$ _____

Total On-Site Field Office Staff Cost = \$ _____

- 1. Field Project Office = \$ _____
- 2. Office Furniture = \$ _____
- 3. Office Equipment = \$ _____
- 4. Internet and Telephone Services = \$ _____
- 5. Temporary Storage = \$ _____
- 6. All Risk Builder's Insurance = \$ _____
- 7. General Commercial Liability Insurance = \$ _____
- 8. All other Insurances in addition to CGL required = \$ _____
- 9. Contractor's Bond = \$ _____
- 10. Building Permit Fees = \$ by Owner
- 11. Independent Testing and Inspection = \$ by Owner

- 12. Construction Clean-Up, including dumpsters & hauling = \$ _____
 Other (list separately)
- 13. _____ = \$ _____
- 14. _____ = \$ _____
- 15. _____ = \$ _____
- 16. _____ = \$ _____
- 17. _____ = \$ _____
- 18. _____ = \$ _____
- 19. _____ = \$ _____
- 20. _____ = \$ _____

Total General Conditions including On-Site Field Office Staff = \$ _____

The total of all items included in the General Conditions are to be listed above. No exclusions are allowed.

Date: _____

Signed: _____

Title: _____

Name of Firm: _____

Organized as a: (Mark One) Proprietorship _____

 Partnership _____

 Corporation _____

Under the law of the State of Texas

Legal Address: _____

Telephone No.: _____

Email: _____

B. ADDENDA

Undersigned acknowledges receipt of Addenda Nos.: _____

Dated: _____

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

Authorized Signature

Title

(Seal, if a Corporation)

State whether Corporation,
Partnership or Individual

Name of Contracting Firm

Address

Telephone

Date

THIS PROPOSAL FORM MUST BE SUBMITTED BY: 10:00 AM, May 28, 2024

END OF PROPOSAL FORM

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and signing this certificate, this bidder/proposer:

1. Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm’s Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official’s Name: _____
(Typed or printed)

Title of Authorized Representative: _____
(Typed or printed)

Signature of Authorized Company
Official: _____

Date Signed _____

House Bill 89 VERIFICATION

I, _____ the undersigned
representative of

_____ Company or Business name
(hereafter referred to as company) being an adult over the age of eighteen (18) years of age,
verify that

the company named-above, under the provisions of Subtitle F, Title 10, Government Code
Chapter
2270:

- Does not boycott Israel currently; and
- Will not boycott Israel during the term of the contract the above-named Company, business or individual with the Crowley Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

- *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Date

Signature of Company Representative

RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless 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 principal place of business is located.

• certify that _____ is a
Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

Signature: _____

Printed Name: _____



I certify that _____ is a
Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City / State: _____

Signature: _____

Printed Name: _____

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes__ _____ No _____

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: *Covered employees:* Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

- a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I certify that

[check one]: [] None of the employees of Contractor and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

•] Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

- Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company name_____

Printed name of Company Representative: _____

Signature _____ Date_____

Clean Air and Water Act Compliance

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

Name of
Company_____

Address of
Company_____

Title of Submitting
Official_____

Signature_____

CHOICE OF LAW AND VENUE

All contracts, agreements or any other business affairs with the Crowley Independent School District, Crowley Texas shall be construed according to the laws of the State of Texas and have venue in a court of competent jurisdiction in Tarrant County, Texas.

NON-COLLUSIVE BIDDING CERTIFICATE

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

- P This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- Q This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 - The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Texas Education Code Section 44.034. Notification of Criminal History of Contractor

- 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.

Vendor response (MUST initial): _____ Date: _____ or see attached information

- 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 section does not apply to a publicly held corporation. Initial if (c) applies _____

If awarded under this document, vendor agrees to be aware and comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services or supply of goods to Crowley ISD.

yes _____ no _____

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature _____ Printed Name _____

Company Name and address _____

Telephone Number _____ Date _____

INDEMNIFICATION/LIABILITIES

- **Infringement(s)**: The successful vendor will be expected to indemnify and hold harmless the Crowley ISD and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.
- **Acts or Omissions**: The successful vendor will be expected to indemnify and hold harmless the Crowley ISD, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by Crowley ISD and the vendor.
- **NOTICE**: The Crowley ISD is a Texas Political Subdivision and a local governmental entity; therefore, it might not be permitted or authorized by Texas law to indemnify other persons or entities. Any contract made or entered into by the Crowley ISD is subject to and is to be governed by Section 271.151 *et seq*, Tex Loc Gov't Code. Otherwise, Crowley ISD does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Insurance and Fingerprint Requirements

If applicable to this procurement and your staff will be on Crowley ISD premises for delivery, training or installation, etc. and/or with an automobile, the following insurance provisions must be followed. See attached "Insurance and Indemnity Provisions" if applicable.

Your insurance agent should be able to assist you as it is standard business practice for vendors/contractors to public entities.

If vendor's staff will be on a school site where student will be present, vendor must comply with Texas Education Code Chapter 22. See attached. This is required for all Texas Public Schools. If your staff will not be on campus when students are present, you MAY not have covered employees. Crowley ISD recommends all vendors consult their legal counsel for guidance in compliance with this law.

If you have questions on how to comply, see below.

If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District. Texas DPS phone # is 512-424-2474.

The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>.

INSURANCE AND INDEMNITY PROVISIONS

If more restrictive requirements are within the project specifications, most restrictive requirements control.

- G. Prior to approval of this contract/agreement by CISD, the vendor shall furnish a completed Standard Certificate of Insurance to the Director of Purchasing, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. CISD shall have no duty to pay or perform under this contract or agreement until such certificate shall have been delivered to the Director of Purchasing, and no officer or employee shall have authority to waive this requirement.
- H. CISD reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance requirements and their limits when deemed necessary and prudent by the Director of Purchasing based upon changes in statutory law, court decisions, or the claims history of the industry as well as the VENDOR.
- I. A vendor's financial responsibility is of interest to CISD; therefore, subject to the vendor's right to maintain reasonable deductibles in such amounts as are approved by CISD, the VENDOR shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at the vendor's sole expense, insurance coverage written by admitted carriers authorized or approved to do business by the State of Texas and otherwise acceptable to CISD, in the following types and amounts:

TYPE

Amount

- | | |
|---|---|
| 1. Workers' Compensation
Employer's Liability | Statutory
\$100,000/500,000/100,000 |
| 2. Commercial General (public) Liability Insurance to include coverage for the following: | |
| a. Premises operations | Combined Single Limit |
| b. Independent contractors | Bodily Injury and |
| c. Products/completed operations | Property Damage of |
| d. Personal injury | \$1,000,000 per occurrence |
| e. Contractual liability | or its equivalent |
| 3. Business Automobile Liability | Combined Single Limit |
| a. Owned/leased vehicle | Bodily Injury and |
| b. Non-owned vehicles | Property Damage of |
| c. Hired vehicles | \$100,000 per occurrence
or its equivalent |

- CISD shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CISD.
- The vendor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:

Name the CISD and its Board members, officers, employees, student teachers, volunteers, and elected representatives as additional insured's, (as the interests of each insured may appear) as to all applicable coverage;

Provide for 30 days' notice to CISD for cancellation, non-renewal, or material change;

Provide for an endorsement that the “other insurance” clause shall not apply to the Crowley ISD where CISD is an additional insured shown on the policy;

Provide for notice to CISD at the address shown below by registered mail;

Waive subrogation against CISD, its officers, elected representatives, employees, student teachers, and volunteers for injuries, including death, property damage, or any other loss to the extent the same may be covered by the proceeds of insurance;

Provide that all provisions of this contract concerning liability, duty, and standard of care, together with the indemnification, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

- 16 The vendor shall notify CISD, in the event of any change in coverage and shall give such notices not less than 30 days prior to the effective date of the change, which notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to CISD at the following address:

Crowley Independent School District, Business Office, Attn: Nadia Powers, 1900
Crowley Pride Drive Fort Worth TX 76036.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known : Congressional District, if known : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable : _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

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Standard Form LLL (Rev. 7-97)



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

25 Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

26 Identify the status of the covered Federal action.

27 Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

28 Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

29 If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

30 Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

31 Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

32 Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

33 For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

34 (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

35 The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503
