

**International Leadership of Texas  
NOTICE OF REQUEST FOR QUALIFICATIONS**

**RFQ 21-007 FOR CONSTRUCTION MANAGEMENT SERVICES**

**Closing Date & Time:**  
August 16, 2021  
2:00PM

**Contact Information:**  
**Charles Klein**  
Email: [cklein@iltexas.org](mailto:cklein@iltexas.org);  
[construction@iltexas.org](mailto:construction@iltexas.org)  
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1651 N. Glenville Dr., Ste. 216  
Richardson, TX 75081

**Request Issued By:**  
International Leadership  
of Texas  
(The School)

**Contract Period:**  
Not Applicable  
Submittals will be  
evaluated after receipt.

**Date of Publication:**  
August 6, 2021

**Purpose of Request for Qualifications**

Architectural services are required for two new K-8 buildings, a new high school building, and potential housing, cell tower, portables, and central kitchen support buildings in the New Caney area for International Leadership of Texas. This RFQ will allow the School to select the most highly qualified company for its **New Caney-area K-8s, HS, and Support Facilities Projects**.

**The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:**

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with the all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, company and/or any principal of the company on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

\_\_\_\_\_  
Name of Proposing Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number of Authorized Representative

\_\_\_\_\_  
Position or Title of Authorized Representative

\_\_\_\_\_  
Fax Number of Authorized Representative

## STANDARD TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** Proposal must be submitted utilizing this document only and must reach the School's Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the School and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify a vendor from consideration.
4. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, a vendor may be removed from approved vendor list.
5. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
7. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Vendor or between the School and the Vendor's employees. The School shall not be subject to any obligation or liabilities if the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by the School's Workers' Compensation Program.
9. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of the School (a quasi public entity) to enter into certain types of contracts, including, but not limited to, any terms and conditions relating to liens on the School's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on the School except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Vendor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to the School under applicable law.
10. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless the School, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind in connection with any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
11. **GRATUITIES:** The School may, by written notice to the Vendor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of the School. Any attempt assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. **WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
15. **INTERPRETATION OF EVIDENCE:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
16. **APPLICABLE LAW:** This contract shall be governed by the policies of the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The School's Board Policies can be accessed by contacting the School.
17. **ADVERTISING:** Vendor shall not advertise or publish, without the School's prior consent, the fact that the School has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
18. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Dallas County, Texas.
19. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.
20. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the Vendor, for delay or nonperformance by the Vendor or, if it is deemed in the best interest of the School, for convenience.

**CONSTRUCTION MANAGEMENT SERVICES RFQ  
SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS**

1. **SCOPE OF PROJECT:** International Leadership of Texas (the “School”), a Texas open–enrollment charter school, issues this RFQ for Construction Management Services in order to select the most highly qualified company to provide the needed Construction Manager at Risk (CMAR) services for its New Caney-area K-8s, HS, and Support Facilities Projects.:
  - **Construct two K-8 charter schools (1-2 stories, approx. 115,000 sq ft each) to serve approximately 1416 students each near the New Caney, Texas area to be opened as soon as possible and/or Aug. 2022 and Aug. 2023,**
  - **Construct high school charter school (2 stories, approx. 120,000 sq ft each) to serve approximately 1208 students near the New Caney, Texas area to be opened as soon as possible and/or Aug. 2024,**
  - **Construct all needed support installations, including but not limited to, potential housing, cell tower, portables, and central kitchen, for the above campuses through Aug. 2024.**

**YOU MAY BID FOR ALL OR PART OF THE ABOVE PROJECTS. YOUR RESPONSE SHOULD BE EXCEEDINGLY CLEAR AS TO THE PROJECTS FOR WHICH YOU ARE BIDDING.**

2. **TYPE AND TERM OF CONTRACT:** This is a request for qualifications under which the School may create and maintain a pool of qualified consultants. There is no contract term for this offering.
3. **SCOPE OF SERVICES REQUIRED:** Construction Management Services for Projects, including but not limited to, the following:

**A. MINIMUM SCOPE OF WORK - CONSTRUCTION MANAGER AT RISK (CMAR)**

The School is seeking the services of a CMAR with the compatible experience, style and approach to provide planning, preconstruction and construction services for this project. Working collaboratively with School and the entire project team, the CMAR will be required to provide the following services.

1. Pre-Construction Services

- Design Coordination:** Work in coordination with architects, engineers, surveyors and other design consultants with an eye toward maximizing value and functionality, but minimizing costs. Develop a prototype layout and systems design to be used with the school in partnership with the design team.
- Construction Strategy:** Advise the project team on construction strategies including, but not limited to, construction management, construction methods, phasing and sequencing, permitting, materials procurement, bidding and subcontracting, staging, and commissioning throughout the project.
- Constructability Analysis:** Advise the project team on the construction ramifications of design alternatives of all building systems, throughout the preconstruction process. Support the design teams’ investigation of similar projects, material/system alternatives, sustainability issues, geotechnical conditions, etc.
- Construction Cost Estimating & Control:** Prepare and update construction budgets and estimates. Provide construction cost estimating of design components and system alternatives (including MEP systems). Provide value analysis on a continuous basis. Produce a construction cost estimate for presentation to the Owner and architect.
- Construction Duration Estimating:** Due to the nature of this project and typical schedule requirements, advise the project team of the construction duration implications of design scheme alternatives utilizing “just in time” and pull-schedule techniques. Provide an

updated construction duration schedule estimate at each milestone of design for review by the Owner and architect.

- Construction Procurement: Develop and execute a comprehensive bidding and procurement plan for review by the Owner and architect. The procurement plan should include timing, long-lead item planning, competitive bidding of subcontractors, detailed evaluation of proposals by all project team members, contract negotiations, etc.

## 2. Construction Services

- Execute construction of all portions of the project in compliance with the construction documents and all applicable laws, ordinances and codes.
- Retain full responsibility for the project site and the actions of all employees/subcontractors throughout construction.
- Construction responsibilities includes, but is not limited to, the following activities: construction planning, implementation, safety management, schedule management, material management, change management, quality control, permitting/inspections, coordination with Owner operations, commissioning and Owner O&M support, and project closeout.

## 3. Additional Owner Expectations

During the phases outlined herein, School will have the following expectations of the CMAR:

- Include comprehensive notes for each meeting attended as well as final reports to the Owner at the end of each phase that deals with construction schedules, project costs, constructability, etc.
  - If required, Payment and Performance Bonds will be delivered required within ten (10) days of execution of the CMAR GMP contract.
  - The CMAR Project Manager and the estimator shall attend and actively participate in regular meetings with the Owner and Architect to review project status and review and update the construction cost estimate.
  - The CMAR will be accountable for the construction budget through the completion of the project.
  - The CMAR will prepare, and periodically update, a Project Schedule for the Architect's and the Owner's review.
  - During the preparation of the Construction Documents, the CMAR shall update and refine the cost estimate at established milestones, i.e., 25% and 50%. The CMAR shall do this with input from Subcontractors.
  - At each project development milestone, each estimate shall be in a format that allows comparison from one milestone to the next.
  - If any estimate submitted to the Owner exceeds previously approved estimates the CMAR shall make recommendations to the Owner and Architect to reduce the cost of the project.
  - CMAR shall recommend to the Owner and Architect a schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project schedule.
4. Prior to commencing any work on this Project, CMAR will certify, on a form provided by School, that, for each employee of Offeror and each employee or independent contractor of Offeror or Offeror's Subcontractors who (1) will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee), and (2) will have continuing duties related to the Project, the Offeror has obtained, as required by Texas Education Code Section 22.08341 and 19 Texas Administrative Code Sections 153.1101 and 153.1117:

- national criminal history record information from a law enforcement or criminal justice agency for each employee of Offeror hired before January 1, 2008;
- national criminal history record information from the Texas Department of Public Safety for each employee of Offeror hired on or after January 1, 2008; and
- national criminal history record information from the Texas Department of Public Safety for each employee or independent contractor of each Subcontractor of Offeror during Contract Term.

Any employee or independent contractor of a contractor or subcontractor who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085 (or any higher standard established by School).

## B. CONSTRUCTION PHASE – SERVICES FEE AND GENERAL CONDITIONS

The below listed items will be expected in the Services Fees and General Conditions when contracting (***Please Note: Fee percentages are NOT being requested in this phase of the RFQ process. This list is purely for explanation of what is expected when fees are discussed.***):

### 1. CMAR Construction Phase Services Fee - Overhead and profit as a percentage of the Cost of the Work including:

- General home office overhead
- Association dues
- All employee benefits
- Home office personnel assigned to the project
- All accounting and audit fees

### 2. Project Specific Overhead (i.e. General Conditions)

General Conditions – Personnel: CMAR staff with payroll burden, to be employed to support the Project including all costs related to company vehicles (including but not limited to the following:)

- Project Executive
- Project Manager on site
- Superintendent(s) on site
- Assistant Superintendent(s)
- MEP Coordinator on site
- Project Engineer(s)
- Safety Officer
- Support Staff

General Conditions – Other (including but not limited to the following:)

- Senate Bill 9 requirements (80th Leg. R.S. (2007))
- Field Office – On site temporary facilities and/or trailer rental (adequate space for CMAR staff and weekly project meetings)
- Safety Training, Programs & First Aid Supplies
- Hard hats, safety vests & goggles
- Project office supplies costs, water, ice, coffee, cups, etc.
- Office equipment including copiers, furniture, etc. maintenance,
- Material Handling & Forklift

- Building Startup Power
- Drug Screening Costs
- Aerial photos (monthly)
- Engineering (survey & layout)
- Erosion Control
- Computers, phones & communication
- Construction Fencing
- Jobsite Signage
- Mobilization/Demobilization Costs
- Personnel Relocation
- Postage and Shipping Costs
- Project Controls Systems
- Project Closeout
- Project Office Equipment (copier, fax and furnishings)
- Record Drawings production and printing
- Rubbish Clean-up
- Payroll/Taxes/Insurance
- Shop Drawings / Blue Printing / Printing / Copying with all shipping and handling costs for submittals from General Contractor to Subs and Architect/Engineers Offices
- Site Photography and Videotaping
- Small Tools and communication devices
- Storage Trailers Rental
- Applicable Taxes and Required Permits, other than Building
- Temporary Electric/Water/Sewer (connections & service)
- Temporary Fire Protection Devices
- Toilets (temporary)
- Covered walkways, temp sidewalks and other sidewalk and construction area protection
- Travel & Lodging
- Vehicles/Fuel
- Insurance (all insurance associated with the project)
- Warranties/Warranty Inspection
- Waste Disposal and Dumpsters
- Watchman/Security
- Clean-up (General, including but not limited to site cleanup)
- Clean-up (Substantial and Final)
- Landscape Restoration

### 3. Alternates - General Conditions

- Payment and Performance Bond – Provide a percentage of the total construction price for a Payment and Performance Bond.

## B. CONSTRUCTION PHASE – BIDDING and PROCUREMENT

1. In obtaining bids from sub-contractors and suppliers to arrive at a Guaranteed Maximum Price (GMP) for the projects, the Construction Manager-At-Risk (CMAR) shall comply with all requirements and procedures set forth in Texas Government Code § 2269.

2. In order to receive profit on project work or materials, the CMAR must receive a minimum number of bids on the project work and materials from subcontractors and material suppliers (including GC bid if submitted). The minimum number of bids required is established as follows:
  - For work and/or material value of \$0-50,000, the minimum number of bids that must be received is three (3);
  - For work and/or material value of \$50,001 and above, the minimum number of bids that must be received is three (3);
  - For work and/or material value that the minimum number of bids is not received and the work is self-performed the cost shall be incorporated into the GMP as an Allowance with a not to exceed price.
  - Upon receipt of all bids, the profit portion of the CM at Risk fee will be adjusted proportionally to reflect the percentage of bid value meeting the above criteria.
  - Should the minimum number of bids not be received for any portion of the work, the Owner has the right to reject all bids and request that the CMAR re-bid that portion of the work.
3. All CMAR must provide for adequate public notice in advance of the receipt of bids from subcontractors.
4. The costs of all line items budgeted by the CMAR (that work where bids will not be received) will be regulated in the same manner as the contractor's construction contingency. The CMAR must provide the Owner complete accounting of all budgeted and contingency expenses. Savings in these categories will be returned to the Owner as indicated on the cost proposal form. Should the contractor's expenses exceed the budgeted line items and the contractor's construction contingency amounts, all additional project costs are the responsibility of the contractor.
5. It is anticipated that the Guaranteed Maximum Price (GMP) for the Project will be furnished within four (4) weeks after the receipt of material supplier and subcontractor bids.
6. After the GMP contract is signed all differences (credits and debits) from material suppliers and subcontractor bids will be added to or subtracted from the contractor's construction contingency fund. Disbursement and/or the responsibility of providing additional funds to the construction contingency fund are defined in item (c) above.
7. The CMAR contractor is to provide the Owner an audited accounting of all project costs. Submit this summary of project costs with the contractor's request for payment.
8. School and the offeror recognize that "time is of the essence" in the performance of this agreement. School and the offeror agree that it would be impossible for School to calculate the damages and losses it will incur if the substantial completion date for each separate work phased item is not met. Owner and offeror agree that School's losses and/or damages include actual and consequential damages, as well as additional fees for architects, attorneys,

engineers, and others who may be retained to resolve issues caused by the contractor's failure to achieve substantial completion by the scheduled date. Accordingly, Owner and offeror agree that the contractor will pay \$2,000.00 per day liquidated damages; not as a penalty, but for each day that substantial completion has not been achieved beyond the scheduled completion date. Regardless of unanticipated weather delays, the project must be completed when noted in the attached schedule, provided that the Notice to Proceed is issued when noted in the attached schedule. Contractor is to anticipate rain days and include in your overhead any required overtime to meet the project schedule, and be complete within the scheduled timeframe. Additionally, the contractor will pay \$200.00 per day if final close-out is not achieved within 60 days of the scheduled Substantial Completion date.

#### D. PROPOSAL SURETY

A Bid Bond or Proposal Surety is not required. Offeror must provide a Certified Statement of Surety that bonding requirements of the agreement can be met.

#### E. ACCEPTABLE SURETY

“Acceptable surety” is defined as an insurance company, duly authorized to do business in the State of Texas and license by the State of Texas to issue surety bonds, and having an acceptable record, in the opinion of Owner, for faithful performance during the preceding five (5) years of all undertaking to Owner, for faithful performance during the preceding five (5) years of all undertaking to Owner. Notwithstanding any other law to the contrary, the Owner may establish financial criteria for the surety companies that provide payment and performance bonds.

#### F. CONTRACT SURETY

A Payment Bond, in conformance with Texas Government Code Chapter 2253, and a Performance Bond, in conformance with Texas Government Code § 53.201-.211 may be required on this project. *Offeror must provide an Alternate in General Conditions of the required CMAR Proposal Form for a Payment and Performance Bond. Provide a percentage of total contract price for a Payment and Performance Bond for Phase 1 only.* The successful offeror must deliver to the Owner, not later than the tenth (10th) day after the date the CMAR firm executes the contract, fully executed Performance and Payment Bonds in an amount of one hundred percent (100%) of the construction budget as security for the faithful performance of contract obligations and payment of all persons performing labor and furnishing materials in connection with this contract. All bonds shall be issued on AIA Document A-312 by a surety company licensed, listed, and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company shall also provide such other information as may be necessary to document net worth, stability, total bonding capacity, other projects under coverage and to establish adequate financial capacity for this project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured



by any reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. The offeror shall require any attorney-in-fact who executed the required bond on behalf of the surety to affix thereto an original certified and current copy of a Power of Attorney evidencing the authority of such attorney-in-fact to so execute such bond within the State of Texas indicating the monetary limit of such power and authority. During the project, the CMAR shall purchase and maintain insurance as set forth in the Owner's Supplementary Conditions. School requires that contractor's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. The Owner

## G. CONTRACT FORMS

The latest edition of the following AIA Documents, appropriately completed along with the Supplementary Conditions of the Owner will be used to execute the contract between the Owner and contractor:

- AIA Document A201-2017
- General Conditions of the Contract for Construction 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

5. PROPOSAL EVALUATION: Statements of qualifications shall be opened and reviewed upon receipt. The qualifications package shall demonstrate the respondent's ability to deliver the construction management services on the basis of demonstrated competence and qualifications. This RFQ is step one in a two-step process and is a qualification-based selection process in accordance with the Professional Services Procurement Act. Cost or price-related evaluation factors will not be included in step one. At the conclusion of step one, the School will compare submittals in order to create a rank-ordering of companies to identify the most highly qualified. Upon approval of the ranking, negotiations may begin in order to reach a contractual agreement for the required services.

a. Evaluation Criteria:

- i. Business Organization/Capabilities – 30%
- ii. Experience with school design/construction – 10%
- iii. Experience with Charter School design/construction – 20%
- iv. Personnel Assigned to Project – 20%
- v. Client Reference – 20%

6. SCHEDULE OF IMPORTANT DATES

- a. August 16, 2021, 2:00pm – RFQ due via e-mail to [construction@iltexas.org](mailto:construction@iltexas.org), [purchasing@iltexas.org](mailto:purchasing@iltexas.org), and [cklein@iltexas.org](mailto:cklein@iltexas.org).
- b. August 17, 2021 – Interviews with finalist (Block this day for potential interviews)
- c. August 18, 2021 – Ranking of submissions and selection of firm

7. PROPOSAL INQUIRIES: Inquiries pertaining to this offering should be identified by title and date and should be submitted to the contact person identified above either by mail, fax, or e-mail. Inquiries by telephone will not be accepted.

8. PROPOSAL SUBMISSION: **Submit (by e-mail) a .PDF file of each Proposal to [construction@iltexas.org](mailto:construction@iltexas.org), [purchasing@iltexas.org](mailto:purchasing@iltexas.org), and [cklein@iltexas.org](mailto:cklein@iltexas.org). To properly process the submission containing your response, it shall include the following in the Subject line, and it is highly recommended that a Return Receipt be Requested:**

**CONSTRUCTION MANAGEMENT SERVICES RFQ 21-007  
OPEN UPON RECEIPT**

## FORMAT & ORGANIZATION OF SUPPORT MATERIALS

Please address each of the following sections in your statement of qualifications. Your submittal should be submitted with tabs dividing each section of the response.

Responses shall contain the following information and be submitted in the order shown below.

### 1) LETTER OF INTEREST

A cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection; and describe what makes your company uniquely qualified to perform Construction Management Services, including any superior qualities; and signature of an authorized officer of the Company who has legal authority in such matters.

### 2) GENERAL INFORMATION

a) Provide General information for your Company.

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

b) Contact Person(s) – limited to two persons per company/application

Contact No.1

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Internet/E-mail address \_\_\_\_\_

Contact No. 2

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Internet/Email address \_\_\_\_\_

c) Type of organization:

\_\_\_\_\_ Sole proprietorship (individual)                      \_\_\_\_\_ Partnership  
\_\_\_\_\_ Professional corporation                                      \_\_\_\_\_ Corporation  
\_\_\_\_\_ Joint venture    \_\_\_\_\_ other \_\_\_\_\_

### 3) COMPLETED DISCLOSURE FORMS AND CERTIFICATIONS (attached)

**4) COMPANY BACKGROUND AND STAFF**

Year present company established \_\_\_\_\_

Name of parent company, if any \_\_\_\_\_

Address \_\_\_\_\_

List principals of company \_\_\_\_\_

Former company name(s), if any, and year(s) established:

Name \_\_\_\_\_ Year \_\_\_\_\_ To \_\_\_\_\_

Name \_\_\_\_\_ Year \_\_\_\_\_ To \_\_\_\_\_

Name \_\_\_\_\_ Year \_\_\_\_\_ To \_\_\_\_\_

Number of employees in company locally: \_\_\_\_\_

Total of employees in company (all office locations): \_\_\_\_\_

Who will be your designated representative assigned to the School?  
\_\_\_\_\_

Who is the senior member of the company assigned to the School?  
\_\_\_\_\_

Number of persons with company: \_\_\_\_\_

**5) INSURANCE REQUIREMENTS**

- a) The Charter requires all Vendors to carry professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of a project.
- b) Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Provide a sample certificate of insurance.

**6) CLAIMS**

Identify all building projects within the past five (5) years on which Company, or Company’s agents, employees or consultants, have rendered professional services wherein a construction or design claim has been asserted. “Claim” means litigation, submission to a dispute resolution board, or the use of the other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; including the identity of the owner, Company or consultant, and contractor, whether Company, or Company’s agents, employees or consultants, was a party or alleged to have some responsibility for the claim, and the disposition of the matter.

**7) PERSONNEL QUALIFICATIONS**

List the names and qualifications of consultant’s personnel proposed for the Qualification Statement. The education, experience, capabilities, and accomplishments of the key design team members who would be assigned to a project. Include brief resumes (1 page or less) of these individuals as well as, any licenses or certifications that they currently hold.

**8) ORGANIZATIONAL CHART**

Organizational chart, proposed schedule, and summary report reflecting the respondent’s approach and factors to be considered designing these projects. Description of planned effort to provide quality work, meet schedules, and work within an agreed upon budget for construction

**9) CURRENT CLIENTS/CURRENT PROJECTS**

a) List the total number of local projects currently in progress, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
<b>A.</b>	Elementary Schools			
<b>B.</b>	Middle Schools			
<b>C.</b>	High Schools			
<b>D.</b>	JROTC Facilities			
<b>E.</b>	Administrative/Support Facilities			
<b>F.</b>	Athletic Facilities/Gyms/Field Houses			
<b>G.</b>	Specialized Educational Facilities			
<b>H.</b>	Charter School Facilities			
<b>I.</b>				

b) All projects of any type currently in progress and the name and phone number of the owner’s representative

i) Project \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Contact person/title \_\_\_\_\_  
 Phone number \_\_\_\_\_  
 Project description \_\_\_\_\_  
 # of Change Orders \_\_\_\_\_ Size (S.F.) \_\_\_\_\_ Cost \$ \_\_\_\_\_

ii) Projects \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Contact person/title \_\_\_\_\_  
 Phone number \_\_\_\_\_  
 Project description \_\_\_\_\_  
 # of Change Orders \_\_\_\_\_ Size (S.F.) \_\_\_\_\_ Cost \$ \_\_\_\_\_

iii) Projects \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Contact person/title \_\_\_\_\_  
 Phone number \_\_\_\_\_  
 Project description \_\_\_\_\_  
 # of Change Orders \_\_\_\_\_ Size (S.F.) \_\_\_\_\_ Cost \$ \_\_\_\_\_

**10) COMPLETED PROJECTS/EXPERIENCE PROFILE**

a) List the total number of completed projects for the last five years, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
<b>A.</b>	Elementary Schools			
<b>B.</b>	Middle Schools			
<b>C.</b>	High Schools			
<b>D.</b>	JROTC Facilities			
<b>E.</b>	Administrative/Support Facilities			
<b>F.</b>	Athletic Facilities/Gyms/Field Houses			
<b>G.</b>	Specialized Educational Facilities			
<b>H.</b>	Charter School Facilities			
<b>I.</b>				

b) State number of company's educational projects for each of the following years and total dollar figure:

2017 \_\_\_\_\_ \$ \_\_\_\_\_                      2018 \_\_\_\_\_ \$ \_\_\_\_\_  
 2019 \_\_\_\_\_ \$ \_\_\_\_\_                      2020 \_\_\_\_\_ \$ \_\_\_\_\_

- c) Please list five education-related projects that would be representative of your company's work and services provided within the last three years.

Total number of educational clients in the past three years \_\_\_\_\_

i) Project \_\_\_\_\_  
Organization \_\_\_\_\_  
Contact person/title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Scope of Project \_\_\_\_\_

ii) Project \_\_\_\_\_  
Organization \_\_\_\_\_  
Contact person/title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Scope of Project \_\_\_\_\_

iii) Project \_\_\_\_\_  
Organization \_\_\_\_\_  
Contact person/title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Scope of Project \_\_\_\_\_

iv) Project \_\_\_\_\_  
Organization \_\_\_\_\_  
Contact person/title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Scope of Project \_\_\_\_\_

v) Project \_\_\_\_\_  
Organization \_\_\_\_\_  
Contact person/title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Scope of Project \_\_\_\_\_

- d) List of completed projects involving new construction and renovation of school spaces that have been successfully completed. The list shall indicate the project name, owner, owner's contact, prime consultant, start and completion dates, size, budget, final cost, cost overruns, and a brief description of each project. Identify projects that have been designed but have not been built.

### 11) CURRENT WORKLOAD

List Current workload and availability to commence services (as projects demand) immediately after being selected by the School.

### 12) PROFESSIONAL SERVICES (BASIC SERVICES) PROVIDED BY COMPANY

- a) Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFQ:

\_\_\_\_\_  
\_\_\_\_\_

- b) Other advantages offered by the company or unique qualifications that would be of benefit to the School:

\_\_\_\_\_  
\_\_\_\_\_

**13) TECHNOLOGY/ELECTRONIC DATA**

- a) The School requires service providers to grant to the School a license to reproduce any and all documents, including drawings, specifications, CAD drawings, etc., for purposes of use and maintenance of the building, future alterations to the building, or future additions to the building by other Consultants, assuming the author of such works would not be liable for derivative works.

Will you comply with this request? \_\_\_\_\_ Yes \_\_\_\_\_ No

- b) Please attach any additional information and/or brochures regarding technology that would provide additional information about your company in relation to this request.
- c) Describe software and other technology utilized in delivery of services offered.

**14) APPLICATION SIGNATURE**

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so by the School.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the company agrees to allow the School to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other companies competing on the same project.

\_\_\_\_\_  
NAME (Please print or type)                      TITLE                      DATE

\_\_\_\_\_  
SIGNATURE



## **Felony Conviction Disclosure Statement**

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “[a] person or business entity that enters into a contract with a school district must give advance notice to Cumberland if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “[a] school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

---

Vendor's Name

---

Signature of Authorized Company Official

---

Authorized Company Official's Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

Yes  No

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

Yes  No

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

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

**7**

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# Out of State Certification

As defined by Section 2252.001 of the Texas Government Code, a “nonresident proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “Resident Proposer”:

---

Company Name (Please Print)

---

I certify that my company qualifies as a “Nonresident Proposer”  
(NOTE: You must furnish the following information :)

Indicate the following information for your “Resident State”: (The state your principal place of business is located in)

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes

No

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

---

**Certification:** I certify that the information provided above is correct.

---

Signature of Authorized Representative

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title



**State of Texas  
Health & Human Services Commission**

**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the Vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

**Name**

**Social Security**

**#**

--

**III.**

As required by Section 231.006, the undersigned certifies the following:

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 3.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶ .....  Exempt from backup withholding

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

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

<b>NON COLLUSIVE PROPOSAL CERTIFICATE &amp; ACKNOWLEDGMENT</b>	
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this 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 Vendor as well as to the person signing in its behalf.</p>	
<ul style="list-style-type: none"> <li>I certify that the above information is true and correct. <input type="checkbox"/> YES</li> </ul>	

<b>CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS</b>	
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<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p>	
<p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p>	
<p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	
<b>Check applicable box</b>	
<ul style="list-style-type: none"> <li>I (We) certify that our company has not been debarred and is not participating in lobbying activities.</li> </ul>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>See attached explanation and complete disclosure forms.</li> </ul>	<input type="checkbox"/>

<b>CLEAN AIR &amp; WATER ACT CERTIFICATION</b>	
<b>(This is a Federal requirement)</b>	
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended ( 42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

	<b>CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS -          Applicable to grants, Subgrants, Cooperative Agreements, and Contracts          Exceeding \$100,000 in Federal Funds.</b>
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Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit [StandardForm-LLL, "Disclosure of Lobbying Activities" Form](#) in accordance with its instructions.

(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

<b>Check applicable box</b>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>I (We) certify that our company has not been debarred and is not participating in lobbying activities.</li> </ul>	
<ul style="list-style-type: none"> <li>See attached explanation and complete disclosure forms.</li> </ul>	

**I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.**

**Name/Title:** \_\_\_\_\_ **Company Name:** \_\_\_\_\_  
**Original Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_