International Leadership of Texas NOTICE OF REQUEST FOR PROPOSAL

RFP 21-002 FOR FURNITURE ACQUISITION & SERVICES

Closing Date & Time: July 19, 2021 2:00PM Contact Information: Charles Klein Email: cklein@iltexas.org

Tel: (972) 479-9078 Fax: (972) 479-9129

Contract Period: Not Applicable Submittals will be evaluated after receipt Request Issued By: International Leadership of Texas (The Charter)

Date of Publication: July 2, 2021

Purpose of Request for Proposal

Furniture Acquisition and Services are required for office space improvements for International Leadership of Texas. This RFP will allow the Charter to select the most highly qualified and cost effective firm for its furniture needs in its **Headquarters Office Furniture Acquisition and Services Project**.

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
- That he/she has carefully examined this RFP Invitation, the accompanying RFP Forms, and all Terms and Conditions associated with this RFP Invitation. and
- 3. That he/she proposes to supply any products or services submitted under this RFP Invitation in strict compliance with the all Terms and Conditions associated with this RFP Invitation, unless any exceptions are noted in writing with this Proposal response, and
- 4. That if any part of this RFP 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 RFP Invitation, unless any exceptions are noted in writing with this Proposal response, and
- That the individual, firm and/or any principal of the firm 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 Charterof 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

- RFP 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.
- REJECTION/AWARD: The Charter reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the Charter 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.
- 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 Charter 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 Charter board members or other Charter officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
- PAYMENT TERMS: Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the Charter, 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 Charter and the Vendor or between the Charter and the Vendor's employees. The Charter 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 Charter employees, nor be covered by the School's Workers' Compensation Program.
- GOVERNMENTAL IMMUNITY: The Parties are aware that there are constitutional and statutory limitations on the authority of the Charter (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 Charter 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 Charter under applicable law.
- INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless the Charter, 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 Charter is not the cause of the loss, claim, damage expense or cost.
- 11. GRATUITIES: The Charter may, by written notice to the Vendor, cancel any agreement without liability to the Charter if it is determined by the Charter 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 Charter 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 Charter pursuant to this provision, the Charter 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 Charter. 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.
- 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 Charter.
- 17. ADVERTISING: Vendor shall not advertise or publish, without the School's prior consent, the fact that the Charter 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.
- 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 Chester.
- 20. TERMINATION: The Charter 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 Charter, for convenience.

FURNITURE ACQUISITION & SERVICES RFP SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS

- SCOPE OF PROJECT: International Leadership of Texas (the "Charter"), a Texas open—enrollment charter Charter, issues this RFP for Furniture Acquisitions and Services in order to select the most highly qualified and cost effective firm to provide the needed services for its Headquarters Office Furniture Acquisitions and Services Project.
- 2. TYPE AND TERM OF CONTRACT: This is a request for proposals under which the Charter award all or parts of the furniture required to individual companies. The term of the contract is based on the construction schedule, currently with an estimated installation completion date of December 15, 2021, with some after-delivery services such as warranty service.
- 3. SCOPE OF SERVICES REQUIRED: Furniture Acquisition & Services for Projects including but not limited to the following:
 - a. Based on attached floorplan, design and quote approximately 60,000 sq ft of office, meeting, and professional development space with recommended furniture for Charter headquarters staff,
 - b. Coordinate with Charter Officials and architectural consultants to install, supply and locate furniture per furniture plans on final furniture layout design by owner(s) approval, and
 - c. Maintain up to 60,000 sq ft of office furniture per warranty.
- 4. PROPOSAL EVALUATION: Proposals shall be opened and reviewed upon receipt. The proposal package shall demonstrate the respondent's abilty to deliver both the design of the furniture and the furniture items on the basis of demonstrated competence and qualifications. The Charter will compare submittals in order to create a rank-ordering of firms to identify the most highly qualified and cost effective per the evaluation criteria. 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-20%
 - ii. Experience with modern office furniture design/sourcing/installation 20%
 - iii. Personnel assigned to project 20%
 - iv. Client references 20%
 - $v. \quad Cost 20\%$
- 5. SCHEDULE of IMPORTANT DATES:
 - a. July 19, 2021, 2:00pm RFP due to ILTexas headquarters office
 - b. July 20, 2021 Interviews with finalist (Block this day for potential interviews)
 - c. July 21, 2021 Ranking of submissions and selection of firm
- 6. 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 email. Inquiries by telephone will not be accepted.
- 7. PROPOSAL SUBMISSION: Submit (by trackackable delivery service or hand delivery) a thumb drive with a .pdf of the proposal and a hard copy of the original and one (1) copy of each Proposal in a sealed, plainly marked envelope. To properly process the envelope containing your response, it shall be plainly marked:

FURNITURE AQUISITION & SERVICES RFP 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 firm uniquely qualified to perform Furniture Acquisition & Services, including any superior qualities: and signature of an authorized officer of the Firm who has legal authority in such matters.

2) G	ENERAL INFORMATION		
a)	Provide General information for	your Firm.	
	Firm Name		
	Address		
	City	State	Zip
b)	Contact Person(s) – limited to to	wo persons per firm/applica	ation
	Contact No.1		
	Name		
	Title		
	i elephone	Гах	
	Internet/E-mail address		
	Contact No. 2		
	Name		
	Title		
	i elephone	гах	
	Internet/Email address		
c)	Type of organization:		
,	Sole proprietorsh	ip (individual)	Partnership
	Professional corp	oration	Corporation
	Joint venture		other

3) COMPLETED DISCLOSURE FORMS AND CERTIFICATIONS (attached)

4) FIRM BACKGROUND AND STAFF

			_
Name of parent company, if any			
A ddmaga			
List principals of firm			
			_
Former company name(s), if any, and	• , ,		
Name	Year	To	
Name	Year	To	
Name	Year	To	
Number of employees in firm locally Total of employees in firm (all office			_
Who will be your designated represe	ntative assigned to the Charter	?	
Who is the senior member of the firm	n assigned to the Charter?		
Number of persons with firm:			

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 projects within the past five (5) years on which Firm, or Firm'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, Firm or consultant, and contractor, whether Firm, or Firm'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

representative

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
A	Furniture Design Services			
В	Furniture Installation Services			
(Modern Office Furniture Suppl	ly		
Γ	0.			
F	4.			
F	•			
(y .			
I	I.			
I				

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

i)	Project			
-)	Organization			
	Contact person/title			
	Dhone 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
Α.	Furniture Design Services			
В.	Furniture Installation Services			
C.	Modern Office Furniture Supply			
D.				
E.				
F.				
G.				
H.				
I.				

2017		\$	2018	\$
2019		\$		\$
Please	e list five modern of	fice furniture pro		tative of your firm's work and
servic	es provided within	the last three year	rs (educational clients reques	sted but not required).
Total	number of educatio	nal clients or prof	Sessional clients in the past the	nree years
i)	Project			
	Organization			
	Contact person/tit	le		
	Phone number			
	Scope of Project_			
ii)	Project			
,	Organization			
	Contact person/tit	le		
	r none number			
	Scope of Project_			
iii)	Project			
•	Organization			
	Contact person/tit	le		
	riione number			
	Scope of Project			

ci) List of completed furniture projects involving new construction and renovation of modern office 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 Charter.

12) PROFESSIONAL SERVICES (BASIC SERVICES) PROVIDED B

a)	Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFP:
))	Other advantages offered by the firm or unique qualifications that would be of benefit to the Charter:
TI	CHNOLOGY/FLECTPONIC DATA

13) TECHNOLOGY/ELECTRONIC DATA

- a) The Charterrequires service providers to grant to the Charteralicense 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 firm in relation to this request.
- c) Describe software and other technology utilized in delivery of services offered.

14) PRICING

- a) Referencing the floorplans attached to this RFP, please prepare a basic pricing package for the furniture noted on the floorplans, including but not limited to individual furniture components and pictures of recommended components. Individual items that should be noted:
 - i) Office/workstation furniture stationary and height adjustable desks for sitting or standing, task chairs, workstation-specific desks with privacy dividers.
 - ii) Conference Room furniture tables (small (focus room), medium, large) with integrated power/ cabling, chairs.
 - iii) Professional Development furniture tables with daisy-chain power that are nestable, chairs.
 - iv) Breakout space furniture open seating tables, chairs, couches.
 - v) Reception desk for front lobby.
 - vi) Breakroom furniture tables, chairs, booths, high tables, high chairs.
 - vii) Hearing room tables, chairs, participant seating.

b) In addition, please:

- i) Indicate how long items may be held by the vendor or supplier to coordinate with construction schedule prior to actual delivery.
- ii) Indicate costs, if any, for installation if needed and estimated costs, if any, for shipping if items are F.O.B. or for delivery.
- iii) If delivery includes any setup/assembly, uncrating, and removal of packaging/crating material as part of the price.
- iv) Warranty information on any equipment as part of the furniture acquisition and services.
- v) After completion of the work and acceptance by Owner, how long you are willing to correct defects that may occur as a result of faulty materials or workmanship, at no additional cost to the Owner.
- vi) Process for obtaining warranty service if equipment breaks or fails during warranty.
- vii) Training process and availability of training for staff on any new equipment include any estimated costs.

15) 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 Charter, or any employee, agent or other representative of the Charter, unless specifically allowed to do so by the Charter.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow the Charter 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 firms 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 Charter 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] Charter may terminate a contract with a person or business entity if the Charter 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 Charter 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:

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.	OFFICE USE ONLY
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).	Date Received
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.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government offi	cer, or a family member of the
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wit Complete subparts A and B for each employment or business relationship described. Attac	
CIQ as necessary.	
A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor?	ikely to receive taxable income,
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 local governmental entity?	,
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an o	-
ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0	_
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.

<u>Local Government Code § 176.001(1-a):</u> "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) Avendor 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 "Nonresiden (NOTE: You must furnish the following inf	formation :)			
Indicate the following information for your "Resident Sta	ate": (The stat	e your principal place	of business is located in)
Company Name	Address			
City	State	Zip Code		
A. Does your "resident state" require Proposers who whose resident state is the same as yours by a prostate" means the state in which the principal place Yes No	escribed amou	nt or percentage to rec		
B. What is the prescribed amount or percentage?	\$	or	%	
Certification: I certify that the information provided above Signature of Authorized Representative	e is correct.			
Name (Please Print)	Title			



State of Texas Health & Human Services Commission

Child Support Certification

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. 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

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

Form W-9 (Rev. January 2005) Department of the Treasun Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

ige 2.		ime (as shown on your income tax return)		
8 00	Bu	siness name, if different from above		
rint or type Instructions on page	Ch	neck appropriate box: Individual/ Sole proprietor Corporation Partnership Cother		Exempt from backup withholding
Print or type c Instructions	Ad	ldress (number, street, and apt. or suite no.)	Requester's name and	address (optional)
Specific	Cit	ty, state, and ZIP code		
88	Lis	it account number(s) here (optional)		
Pa	rt I	Taxpayer Identification Number (TIN)		
back alien your	cup wi , sole emple	TIN in the appropriate box. The TIN provided must match the name given on Line 1 thholding. For individuals, this is your social security number (&SN). However, for a re proprietor, or disregarded entity, see the Part I instructions on page 3. For other entity over identification number (EIN). If you do not have a number, see How to get a TIN or account is in more than one name, see the chart on page 4 for guidelines on whose	sident ties, it is on page 3.	or
to e		e account to in more than one hame, see the chart on page 4 for guidennes on whose	1 1	
Pa	rt II	Certification		
Und	er pen	alties of perjury, I certify that:		
1.	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and			
I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and				
3. I	3. I am a U.S. person (including a U.S. resident alien).			
with For a	holding mortga ngeme	on instructions. You must cross out item 2 above if you have been notified by the IRS g because you have failed to report all interest and dividends on your tax return. For a age interest paid, acquisition or abandonment of secured property, cancellation of del ant (IRA), and generally, payments other than interest and dividends, you are not requi our correct TIN. (See the instructions on page 4.)	real estate transaction bt, contributions to an	s, item 2 does not apply. individual retirement
Sig	n	Signature of		

Purpose of Form

U.S. person ▶

Here

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),
- 2. 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.

Date ▶

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.
 - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT

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.

•	Lcertify	that the above	information	is true and correct.	□ VES
•	1 CCI III)	mai me above	mioimanon	is thuc and confect.	

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

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, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- 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.
- 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.

	PR/Award # or Project Name:	
	Check applicable box	$\overline{\checkmark}$
•	• I (We) certify that our company has not been debarred and is not participating in lobbying activities.	
•	See attached explanation and complete disclosure forms.	

CLEAN AIR & WATER ACT CERTIFICATION

(This is a Federal requirement)

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.

CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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 <u>StandardForm-LLL</u>, "<u>Disclosure of Lobbying Activities</u>" 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.

	Check applicable box	$\overline{\checkmark}$
•	I (We) certify that our company has not been debarred and is not participating in lobbying activities.	
•	See attached explanation and complete disclosure forms.	

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

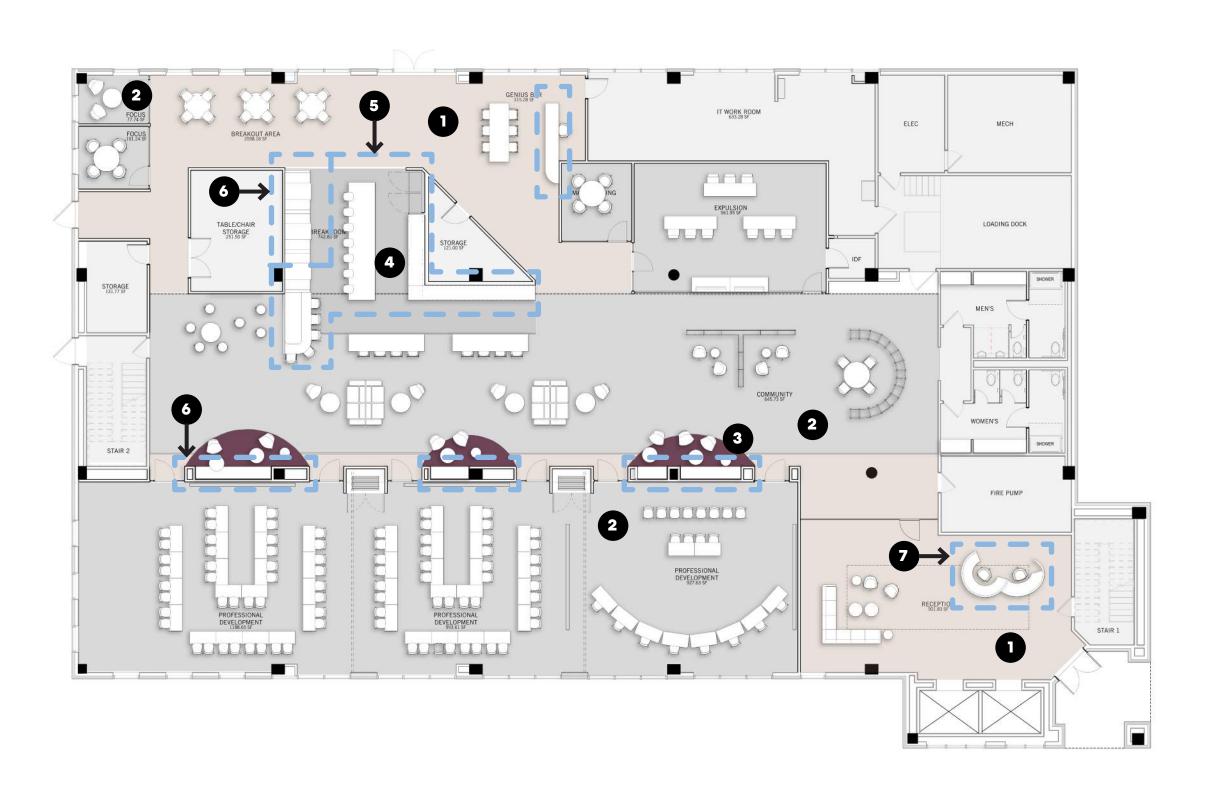
Content

- Floor Plans
- 3D Views
- Material Palette

Floor Plans

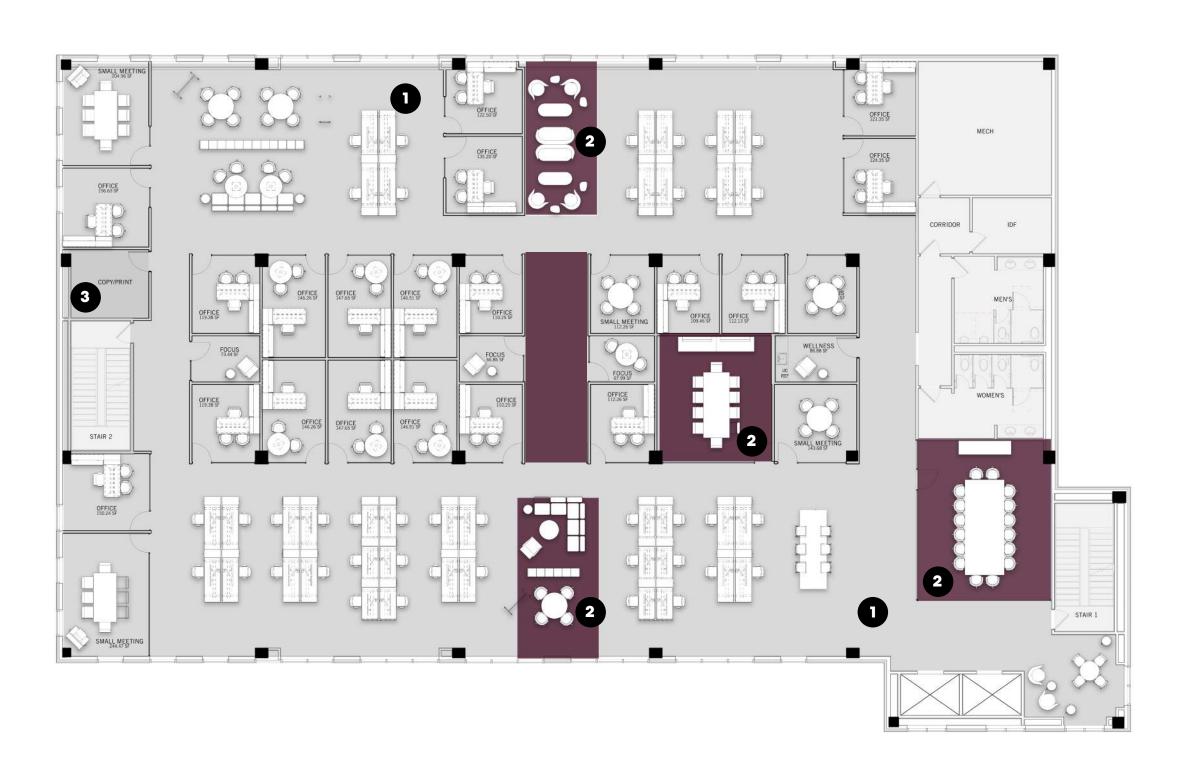
Level 01 Floor Plan

Finish Plan



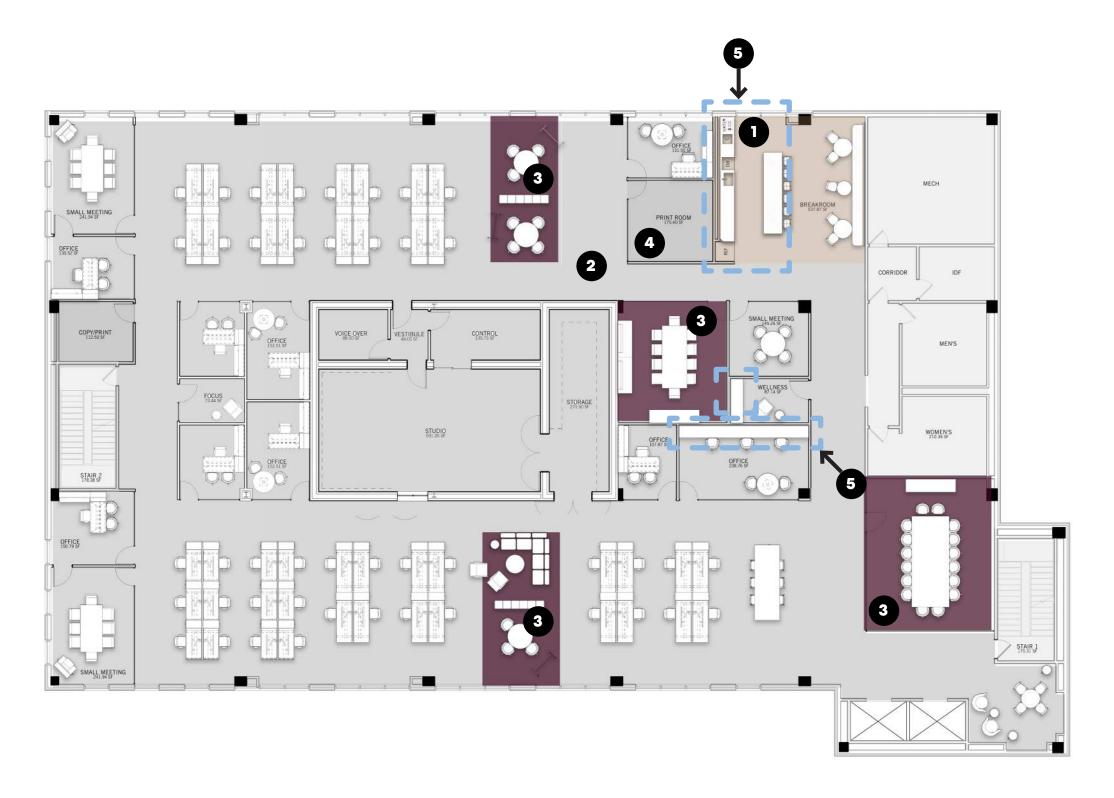
- Wood Look Luxury Vinyl Tile
- 2 Field Carpet
- 3 Accent Carpet
- 4 Luxury Vinyl Tile
- 5 Millwork Counter
- 6 Millwork Banquette Seating
- 7 Millwork Reception Desk

Level O2 Floor Plan Finish Plan



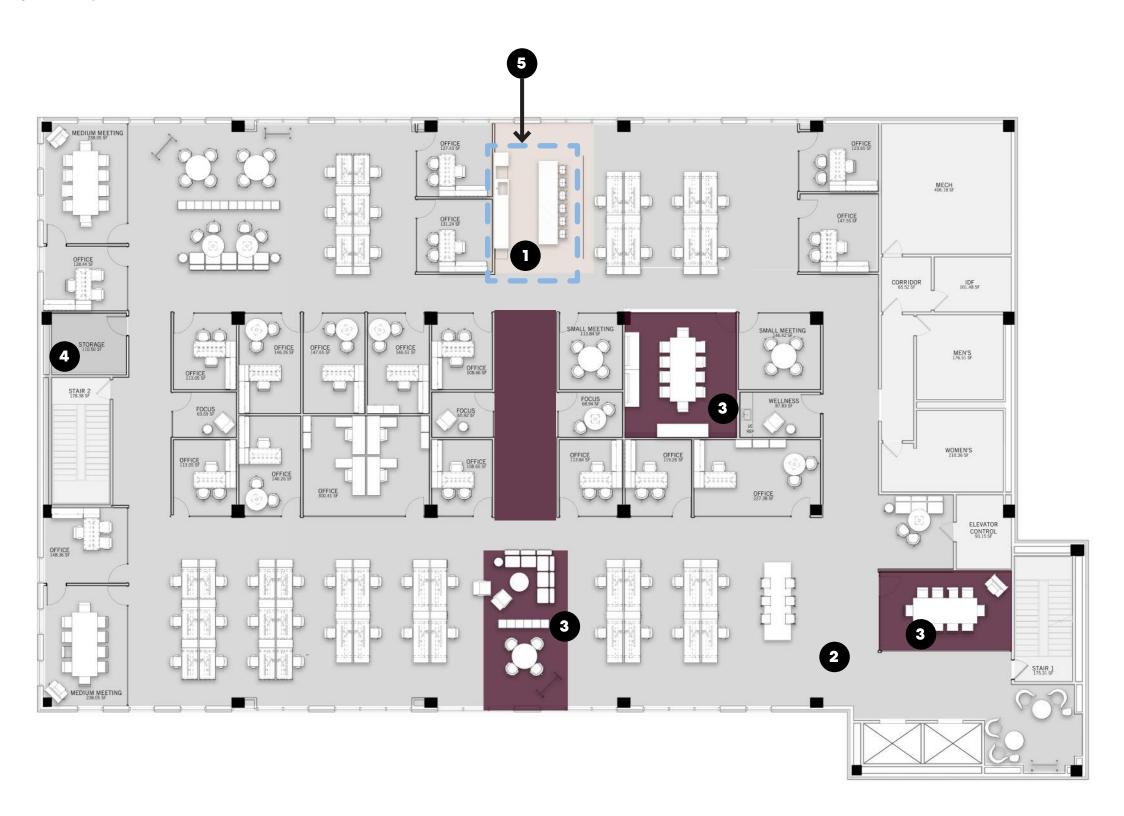
- Field Carpet
- 2 Accent Carpet
- 3 Luxury Vinyl Tile

Level 03 Floor Plan Finish Plan



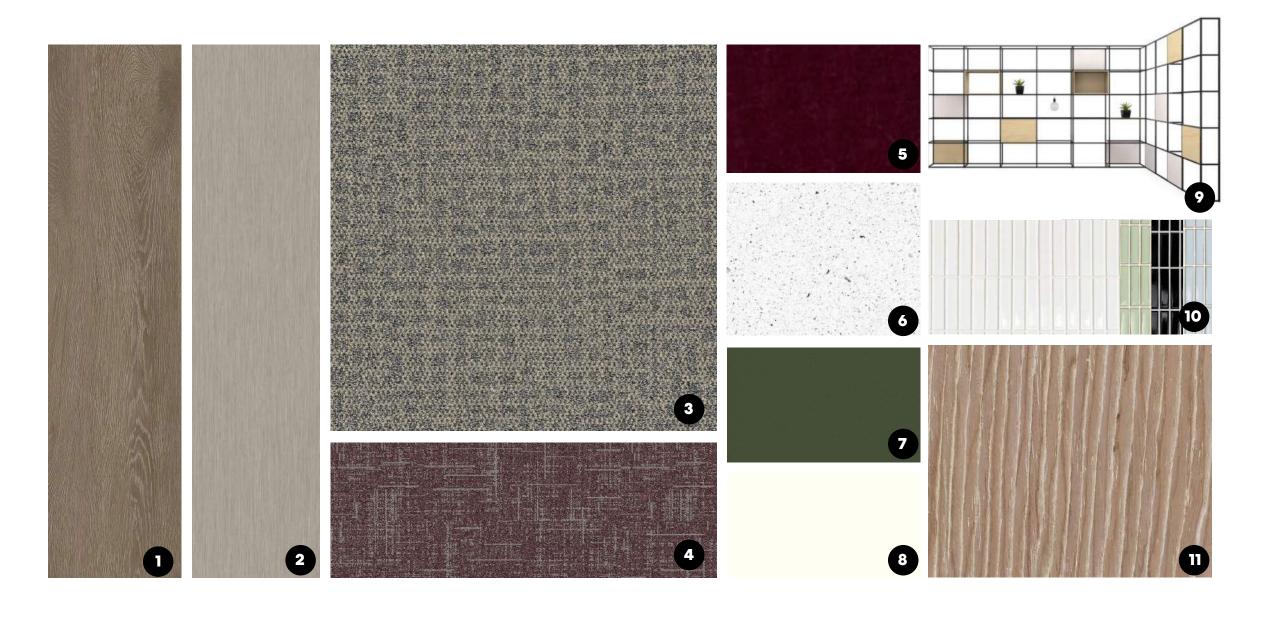
- 1 Wood Look Luxury Vinyl Tile
- 2 Field Carpet
- 3 Accent Carpet
- 4 Luxury Vinyl Tile
- 5 Millwork Counter

Level O4 Floor Plan Finish Plan



- 1 Wood Look Luxury Vinyl Tile
- 2 Field Carpet
- 3 Accent Carpet
- 4 Luxury Vinyl Tile
- 5 Millwork Counter

Finish Palette



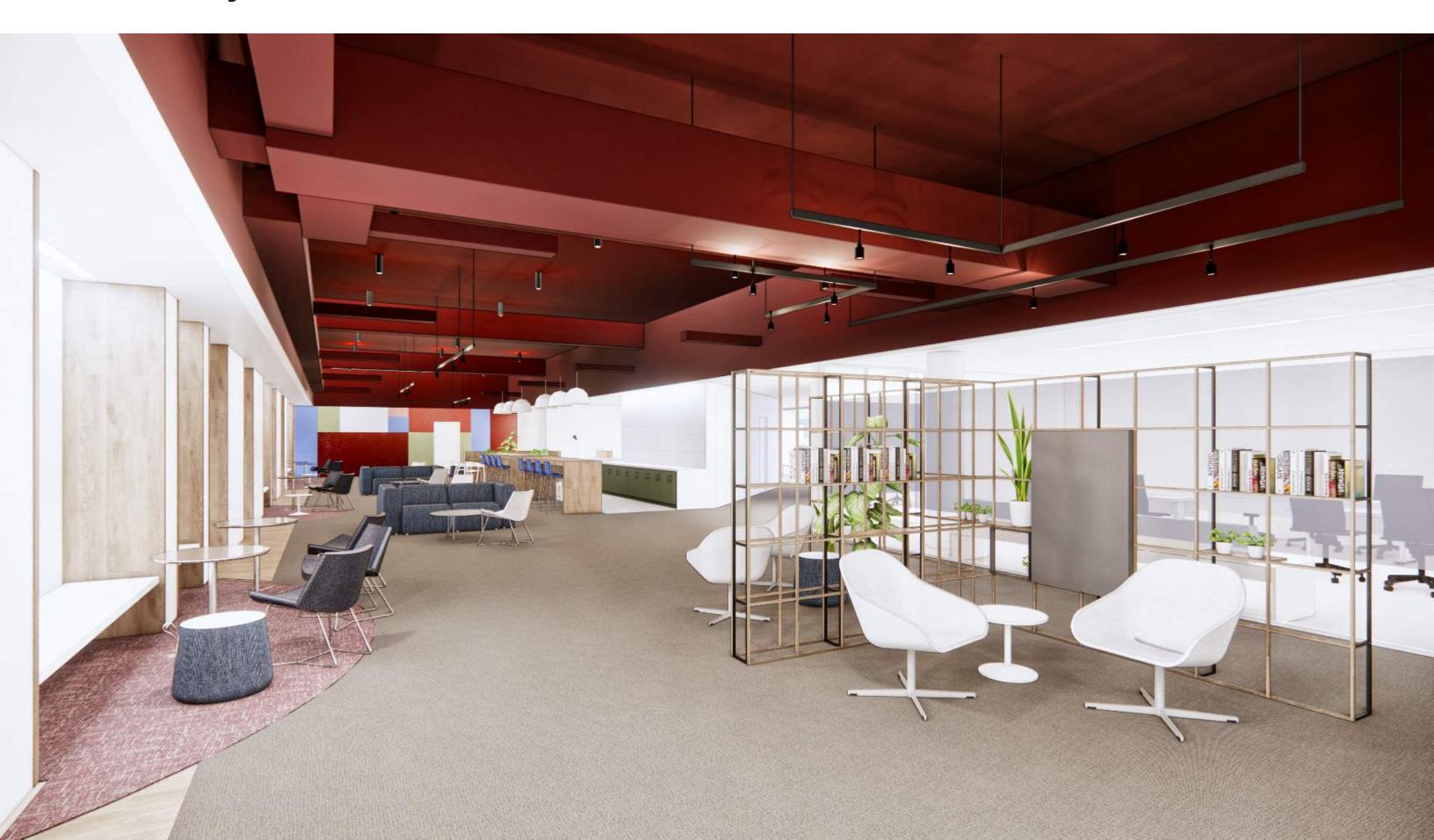
- 1 Wood Look LVT Interface Textured Woodgrains, Antique Dark Oak
- Neutral LVT
 Interface Brushed Lines,
 Sandalwood
- Field Carpet
 Interface Open Air 415,
 Nautral
- Accent Carpet
 Interface Open Air 418,
 270244-003
- Felt Ceiling Panel
 Filz Felt 3mm Panel,
 209 Bordeaux
- 6 Quartz Countertop Caesarstone, Ice Snow
- Plastic Laminate
 Wilsonart
 Fern Green, Vellum Finish
- 8 Colorcore Plastic Laminate
 Wilsonart
 Linen
- **Gridded Screen/ Storage**National Spacestor Palisades II
- Backsplash Tile
 Nemo Tile, Stack. Multiple Colors
- Wood Wallcovering
 National Wallcovering
 Washed Oak Reacon Flat Cut

3D Views

Reception



Community Area



Community Break Area

