The Richardson Independent School District (RISD) is soliciting proposals for the selection of a construction manager@risk for space renovations as per specifications stated in this solicitation document. Proposals shall be submitted in an envelope marked on the outside with the bidder’s name, address and proposal name, CONSTRUCTION MANAGER@RISK to:

Richardson Independent School District
Purchasing Department
970 Security Row
Richardson, Texas 75081

Proposals will be received at the above address until 1:30 PM, Tuesday, April 21, 2011. Proposals will be publicly opened at 2:30 PM the same day. Pre-bid conference: See next page.

Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the RFP. Richardson Independent School District will not be responsible for delivering mail from the post office. Proposals received after the published time and date may not be considered. FAX proposals will not be accepted.

The proposal name and number must be identified on the outside envelope being delivered (i.e. Federal Express, UPS, US Postal Service, and Hand Delivery.)

If applicable, the contractor shall quote equipment prices F.O.B. delivered, freight prepaid & allowed, to all facilities within the Richardson ISD.

Contractors must submit a sealed proposal and two (2) copies in the form of the executed Proposal Form together with any material required by any addendum to this RFP by the time and date specified. This is a proposal to establish the legal selection of a construction manager@risk for the school building space renovations in accordance with the proposal specifications.

RISD’s Purchasing contact for this proposal is James Cason, telephone 469-593-0561; e-mail james.cason@risd.org. The RISD Project Manager is Jerre Boling, telephone 469-593-0007; e-mail jerre.boling@risd.org.

Project Consultant: PBK Inc., 14001 North Dallas Parkway, Suite 400; Dallas, Texas 75240. Contact: Ken Kessler, telephone: 972-233-1323; e-mail: kenneth.kessler@pbkinc.com.

Plans/Project Manuals: Available from PBK Inc., 14001 North Dallas Parkway, Suite 400; Dallas, Texas 75240 or the Richardson ISD Purchasing Office, 970 Security Row; Richardson, Texas 75081. Availability date for plans/manual is projected to be Monday, April 11, 2011.
Contact between solicited contractors and user departments during the request for sealed proposal process or evaluation process is prohibited. Any attempt by a solicited contractor to contact the departments will result in disqualification.

School Location: Forest Meadow Junior High School
9373 Whitehurst Drive
Dallas, Texas 75243

PRE-PROPOSAL CONFERENCE: WEDNESDAY, APRIL 13, 2011, 2:00 PM – RICHARDSON ISD PURCHASING DEPARTMENT, 970 SECURITY ROW, RICHARDSON, TEXAS 75081.
EPCNT REQUEST FOR PROPOSAL NO. 1166
CONSTRUCTION MANAGER@RISK – SPACE RENOVATIONS

PROPOSAL AWARD AND EVALUATION

I. PROPOSAL AWARD: This proposal will be awarded, in the best interest of Richardson ISD, to the contractor who provides best overall value.

II. PROPOSAL EVALUATION: As provided in the Texas Education Code 44.031 (b), proposals will be evaluated on the basis of the following criteria:

- The purchase/service cost
- The reputation of the vendor and of the vendor’s goods or services
- The quality of the vendor’s goods or services
- The extent to which the goods or services meet the districts’ needs
- The vendor’s past relationship with the districts
- The total long term cost to the districts to acquire the vendor’s goods or services
- The impact on the ability of the districts to comply with laws and rules relating to historically underutilized businesses
- Any other relevant factor specifically listed in the request for proposal
REQUEST FOR PROPOSAL NO. 1166 – CONSTRUCTION MANAGER@RISK

GENERAL STIPULATIONS AND CONDITIONS OF BID PROPOSAL

CONSTRUCTION

IF THERE ARE CONTRADICTIONS BETWEEN THE GENERAL STIPULATIONS AND CONDITIONS OF BID/PROPOSAL AND THE SPECIFICATIONS, WRITTEN OR VERBAL, THE GENERAL STIPULATIONS AND CONDITIONS OF BID/PROPOSAL SHALL CONTROL.

I. AN INVITATION TO BID:

A. Richardson Independent School District invites all interested and qualified Bidders to bid on all proposals in accordance with directions available in the Purchasing Department, 970 Security Row, Richardson, TX., 75081.

B. For the purpose and clarity of this document only, the word “District” will herein mean the Richardson Independent School District and/or the Board of Trustees of Richardson, TX, Dallas County. Also, for the purpose and clarity of this document, the word “Bidder” will herein mean any reliable and interested broker, vendor, contractor, and/or manufacturer who want to bid this contract.

C. Cash discount will be taken into consideration in determining a contract award.

D. The DISTRICT will receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the office of the Director of Purchasing, 970 Security Row, Richardson, TX., where they will be opened. Bids must be delivered in sealed envelopes provided.

E. Whenever the specifications indicate a product of a particular manufacturer, model or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories, qualities, etc., enumerated in the detailed specifications.

F. Where a lump sum bid is provided for, unit prices for each item shall be inserted for accounting purposes. In the event quantities are increased or Decreased as provided for in Section “Annulments and Reservations,” the Unit prices inserted in a lump sum bid should be consistent with the total Quoted for the lump sum bid, since the lump sum bid total will be increased or decreased by the product of the quantity of the increases or decreases multiplied by the unit prices for the item affected.

G. All materials, supplies, copyrighted materials, supplies, furniture and equipment the District requests shall be delivered F.O.B. Destination freight prepaid and allowed.

H. Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown locally. The quality must be equal to articles offered by out of state competitors.
II. ANNULMENTS AND RESERVATIONS:

A. The right is reserved by the DISTRICT to reject bids for any and all of the items, and/or to waive technical defects, if in its judgement, the interest of the DISTRICT shall so require.

The RICHARDSON INDEPENDENT SCHOOL DISTRICT reserves the right to accept any bid which it deems best, or reject any or all bids, and to waive formality in connection therewith.

B. The Director of Purchasing reserves the right to increase or decrease the given quantity at the time of award of Purchase Order or within (30) days thereafter. In the event quantities are increased or decreased, the amount added or deducted shall be based upon unit prices quoted.

C. The DISTRICT also reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in the case of any willful attempt to impose upon the DISTRICT, materials, products, and/or work inferior to that required by the contractor, and any action taken in pursuance of this particular stipulation shall not affect or impair any rights or claims of the DISTRICT to the damages for the breach of any covenant of the contract by the contractor.

D. Should the bidder fail to comply with the conditions of any contract or fail to complete the required work within the time stipulated in the contract, or should the bidder be prevented from furnishing any item or items except for circumstances beyond his control, including but not limited to Acts of God, war, flood, governmental restrictions, the DISTRICT reserves the right to withhold all money that may be due or become due and apply same to any incurred expenses to the DISTRICT that may be consequent on the contractor’s failure. The District reserves the right to withdraw such items or required work from the operation of any contract without incurring further liabilities on the part of the DISTRICT.

III. BID PREPARATION, SPECIFICATIONS SHEET, AND BID OPENING:

A. Bids must be submitted on one copy of this bid and each bidder should make and retain one copy for his files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this bid contract that should a given bid/bids be accepted, it will automatically become the binding contract. Bidders are to list their bids on the appropriate attached sheets, which show the schedule of items to be purchased. Each bidder may attach a letter of explanation to his bid to explain any information pertaining to bid/bids.

B. The bid shall be signed by a qualified officer of the organization submitting the proposal. Signed bids MUST be returned in the envelope provided UNLESS OTHERWISE NOTED BT THE SPECIFICATIONS.

C. At the time of the bid opening (as directed on the front cover and newspaper ad), the Director of Financial Services, or his designate, shall open all bids received, record, and make available the results of the bids. Sufficient time will be allotted to analyze all bids received and the final recommendations shall be prepared for DISTRICT review and approval. Upon DISTRICT approval, the bidders shall be notified either by mail, telephone, or purchase order of their award/awards.

D. Wherever the DISTRICT indicates the unit of measure required for bidding purposes, the DISTRICT MAY NOT RECALCULATE THE VENDOR’S PRICE IF IT IS BASED ON A DIFFERENT UNIT OF MEASURE THAN THAT INDICATED IN ANY CONTRACT.
IV. BILLING, PAYMENTS AND DISCOUNTING

A. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted).

All invoices shall be forwarded to:

RICHARDSON INDEPENDENT SCHOOL DISTRICT
ATTENTION: ACCOUNTS PAYABLE DEPARTMENT
970 SECURITY ROW
RICHARDSON, TEXAS 75081

B. Invoices will be returned for correction unless they contain the following information: Item numbers; Description of Item; Quantity; Unit Price Extensions and Total. Each invoice shall carry the Purchase Order Number of the DISTRICT. The original and one copy shall be forwarded to the office listed above.

C. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.

D. The bidders requesting prompt payment of bills shall send signed delivery tickets with the invoice to insure early payment.

ALL DISCOUNTS, INCLUDING PROMPT PAYMENT, TO BE INCLUDED IN BID PRICE.

V. BONDING:

A. A 100% PERFORMANCE BOND will be required on all projects exceeding $100,000. A 100% PAYMENT BOND will be required on all projects exceeding $25,000.00.

1. The Richardson Independent School District prefers a surety with an A. M. BEST rating of “A: if amount of contract is greater than or equal to $50,000.

2. The Richardson Independent School District prefers a surety bond with a rating of at least “B+” if amount of contract is less than $50,000.

The A. M. BEST rating of surety may be used as criteria in determining the successful vendor / contractor.

B. A CERTIFICATE OF INSURANCE will be required with construction bids in addition to the bond requirements. RISD requires that a contractor's insurance be placed only with companies that have achieved at least an "A" rating with A. M. Best. The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a contract. Richardson ISD must be named as an additional insured.
1. Workers' Compensation - Statutory

2. Employer's Liability
   a. For projects $100,000 and under:
      - $500,000 each accident
      - $500,000 disease policy Limit
      - $500,000 disease each employee
   b. For projects $100,000 and over:
      - $1,000,000 each accident
      - $1,000,000 disease policy Limit
      - $1,000,000 disease each employee

3. Commercial General Liability
   - $2,000,000 combined single limit policy aggregate
   - $1,000,000 combined single limit each occurrence
   (Property damage deductible not to exceed $500 per occurrence)

4. Business Auto Liability
   - $1,000,000 combined single limit each occurrence
   (Hired/non-owned coverage must also be provided)

5. Product Liability - $2,000,000
   The immunity of the owner shall not be a defense from the insurance carrier.

The successful vendor will provide the Richardson ISD an Insurance Certificate that names the RISD as additional insured except in those areas statutorily prohibited prior to the state of a project. ALL BIDDERS MUST FURNISH THIS CERTIFICATE OF INSURANCE WITH THEIR BID OR PROPOSAL RESPONSE OR THE RESPONSE WILL NOT BE CONSIDERED. ONLY THE SELECTED BIDDER IS REQUIRED TO NAME RICHARDSON ISD AS ADDITIONAL INSURED.

C. Successful vendor will have fifteen (15) days from date of notification of award of bid to furnish to the District, including but not limited to, contracts, bonds, certificates of insurance, et., otherwise the bid award may be withdrawn and awarded to the next lowest responsible bidder or completely rejected and re-bid at the discretion of the Richardson Independent School District.

VI. COLLUSION

All bidders shall be required to sign certification as provided on the signature sheet.

The DISTRICT may reject any bid that does not include said signed affirmation.

VII. COMPLIANCE WITH SPECIFICATIONS AND PURCHASER'S RIGHT OF SELECTION:

A. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing.

B. Whenever mention is made herein of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
C. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.

D. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

E. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the contractor shall call the attention of the Director of Purchasing to such conflict for a decision before proceeding with any work.

The DISTRICT reserves the right to reject any or all bids which comply with these specifications, or to accept a higher bid from the lowest responsible bidder which complies.

All bids shall be evaluated on all factors involved, i.e., price, quality, and service, etc., whichever is in the best interest of the DISTRICT.

VIII. DAMAGE, CLEAN UP, AND REMOVAL OF PACKING CRATES AND BOXES:

The vendor shall be held responsible for and shall be required to make good at his own expense, any and all damage done or caused by him or his workmen and/or any clean-up in the execution of the contract.

IX. DEVIATIONS FROM SPECIFICATIONS:

All deviations from the specifications must be noted in the detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the DISTRICT to the specification as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

X. ERRORS IN BIDS: RELIEF OF BIDS:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: FAILURE TO DO SO WILL BE AT THE BIDDER’S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR. In case of error in extension of prices in the bid, the unit price shall govern at the discretion of the Director of Purchasing.

XI. GUARANTEE:

The contractor shall unconditionally guarantee the materials and workmanship of all furniture and equipment furnished by him for a period of one year or longer from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the District is due to the faulty design and installation, workmanship or materials, upon notification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the DISTRICT. These repairs, replacements or adjustments shall be made only at such times as will be designated by the DISTRICT as non-detrimental to the instructional programs.
XII. LAWS, REGULATIONS AND PERMITS:

A. The contractor shall comply with all Federal, State and Local Laws, ordinances and regulations pertaining to work under his charge, and shall, at his expense, procure any permits, which may be required.

B. The contractor certifies that his firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.

C. The contractor shall guarantee that all work completed shall adhere to and be in compliance with all local building codes and regulations for the city in which the work is performed.

D. The contractor shall certify in writing that he provides workers’ compensation insurance coverage for all employees of the contractor employed on the public project. A sub-contractor shall provide such a certificate to the general contractor, relating to coverage of the sub-contractor’s employees, and the general contractor shall provide such certificate to the DISTRICT.

XIII. “OR EQUAL” INTERPRETATION CLAUSE:

A. Any time a particular manufacturer’s name or brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on the equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data, on his own letterhead, to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

B. Catalog cuts and descriptive data shall be attached to the original copy of the bid, where applicable. Whenever the specifications indicate a product of a particular manufacturer, model, or brand, and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all the accessories, qualities, etc., enumerated in detailed specifications. (See VIII A.)

FAILURE TO SUBMIT THE ABOVE INFORMATION MAY BE SUFFICIENT GROUNDS FOR REJECTION OF BID.
XIV. PACKING AND DELIVERY:

A. All materials must be securely packed for proper protection and in quantities to be determined by the Director of Purchasing for the DISTRICT.

B. All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practice. No charges may be made over and above the bid price for packaging.

Complete deliveries must be made by the successful vendor to the designated location as indicated on bid cover and/or Purchase Order after issuance of purchase orders by the DISTRICT. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information for each item delivered: Purchase Order Number; Name of the Article, Item Number, Quantity, and the Name of the Contractor.

FAILURE TO COMPLY WITH THIS CONDITION SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

C. All package materials shall be clearly and plainly marked. Example: “To Richardson Independent School District, Department of Food Service, and the address,”

XV. SAFETY REQUIREMENTS:

The bidder/vendor shall provide all equipment and machinery furnished and delivered to the DISTRICT complying with the Safety Regulations as required by OSHA.

XVI. SAMPLES: CATALOGS: CATALOG CUTS:

A. Whenever asked for, a sample, properly tagged, shall be submitted by each bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the bid number.

B. The DISTRICT will not be responsible for any samples not picked up within 30 days of the notification of bidders to do so. Samples may be retained by the DISTRICT until bidders are notified to remove them. Bidders agree that the DISTRICT will incur no liability for samples which are damaged, destroyed or consumed in testing processes. Samples requested are to be delivered to the Director of Purchasing.

XVII. SIGNATURE TO BIDS:

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contacts. All correspondence concerning the bid and contract, including Notice of Award, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
XVIII. SUB-CONTRACTORS:

A. The contractor shall give his constant personal attention to the faithful execution of any contract, shall keep the same under his own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the DISTRICT’S Purchasing Director. The contractor should provide the name of the sub-contractor he intends employing, the portion of the material to be furnished, his place of business, and such other information as the Purchasing Director may require.

B. The contractor shall not legally or equitably assign any of the monies payable under the Contract, or its claim thereto, unless by and with like consent of the DISTRICT’S Director of Purchasing.

XIX. TAXES:

A. The DISTRICT is exempt from the payment of the Texas Sales Tax. Exemption Certificates for the Federal Excise Tax may be furnished, if such should apply to any item.

B. Prices quoted SHALL NOT INCLUDE FEDERAL EXCISE OR STATE SALES AND USE TAXES. Exemption certificates will be furnished upon request.

C. DISTRICT’S Tax Exempt Number is 1-75-6002311-5.

XX. TIME: DELIVERY DATES AND DELIVERY:

A. All deliveries shall be made during the hours of 8:00 A.M. and 3:00P.M. on all regularly scheduled school days, except where noted by Purchasing Department.

B. All deliveries shall be made inside school buildings, warehouse, offices, etc., and special instruction for date of delivery shall be noted in the general specifications.

C. Special instructions shall be indicated by DISTRICT in the specifications for exact time, date and locations of equipment and machinery delivery for items which are to be erected, set-up and installed. For heavy equipment, materials or machinery requiring special handling, detailed instructions shall be written in the specifications.

D. Delivery of materials received centrally will be accepted by motor freight.
Asbestos Containing Material Notification and Agreement

This notice is to inform tenants, employees, and contractors of the presence of asbestos-containing material (ACM) at The Richardson Independent School District (RISD). The materials identified as regulated ACM are located in various areas of the buildings in each campus as indicated in RISD’s O&M Program Manuals. These materials must not be intentionally disturbed. The ACM must not be cut, sanded, scraped, gouged, marred, dropped, or forcefully contracted in any way.

In the event accidental disturbance of these materials does occur, or if damage to the ACM is observed, the Asbestos Program Manager must be informed as soon as possible. This form must be on file with the Asbestos Program Manager within 20 days of receipt of before any projects can be started. The Asbestos Program Manager contact and mailing information is:

Ms. Melanie Rhea  
Richardson Independent School District  
400 South Greenville Avenue: Annex Building  
Richardson, Texas 75081  
(469) 593-0044

If you have any questions concerning asbestos in the building, please contact the Asbestos Program Manager. The building management shall ensure that all employees and subcontractors working at the facility shall read and execute this notification form.

I (print name):__________________________________________________representing ____________________________________________________

(Name of employer):___________________________________agree not to intentionally disturb the material described above. I also agree, that if I am aware of an accidental disturbance of the material, I will inform the Asbestos Program Manager.

I understand that asbestos may be undetected, especially if it is located within or behind existing structures. I understand that before performing any alteration, repair, maintenance, remodeling, renovation, or demolition activities, I must complete a work request form; typical work requests have a turnaround time of 36 hours. I understand and agree that the work request form must be returned to me, approved in writing by the Asbestos Program Manager, before I begin the work described in the request. Typical work requests have a turnaround time of 36 hours. The work I perform must be limited to the activities and locations approved by the Asbestos Program Manager.

**Furthermore, I acknowledge that I have received, at a minimum, two-hours of asbestos awareness training as required by 29 CFR 1926.1101 (certificate attached).**

Date:__________________________

Signature:____________________________________________________________

Title (if applicable):____________________________________________________

I am an (check one):
( ) Employee
( ) Maintenance contractor
( ) Construction contractor
( ) Other, specify __________________________

Date:___________________________________

Asbestos Program Manager signature:________________________________________
(I) (WE) propose to furnish, package, mark and deliver to the Richardson Independent School District, the supplies, materials or equipment as required in the accompanying specifications, and at the unit price indicated.

(I) (WE) certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, material and equipment, and is in all respects fair and without collusion or fraud.

(I) (WE) certify that this firm adheres to or follow non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.

(I) (WE) certify that all material and equipment bid by this firm and to be supplied to the Richardson Independent School District meets all safety and health standards as prescribed by the rules and regulations of the occupational safety and Health Act.

COMPANY __________________________________________________

SIGNED BY__________________________________________________

PRINT NAME ___________________________

TITLE OF OFFICER____________________________________________

ADDRESS____________________________________________________

____________________________________________________

TELEPHONE_________________________________________ 

FAX ______________________________________________________

E-MAIL __________________________________________________

DATE________________________________________________________

RETURN TO: RICHARDSON INDEPENDENT SCHOOL DISTRICT
970 SECURITY ROW
RICHARDSON, TX. 75081

Complete and return with proposal #1166
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror’s knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

(c) For any subcontract at any tier expected to equal or exceed $25,000:

(1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

(4)
II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

(a) Offeror must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any Agreement or if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

(b) Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Owner property or other location where students are regularly present. District shall be the final decider of what constitutes a “location where students are regularly present.” Offeror’s violation of this section shall constitute a substantial failure.

(c) If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION and Section II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK.

SIGNATURE OF OFFEROR: ____________________________ DATE: ________________

PRINTED/TYPED NAME OF OFFEROR: ____________________________

COMPANY NAME: ____________________________ TEL#: ____________________________

Complete and return with Request for Proposal 1166
# GENERAL BID INFORMATION

**SIGNATURE SHEET**

**NAME OF BID:** ________________________________

1. ( ) **WE WISH TO SUBMIT A BID AT THIS TIME.**

2. ( ) **NO BID PAGE**

3. ( ) **PLEASE DELETE OUR NAME FROM FUTURE BID LISTS FOR THIS TYPE OF COMMODITY.**

4. ( ) **WE ARE SUBMITTING A “NO BID” AT THIS TIME, BUT PLEASE INCLUDE US ON ALL FUTURE BIDS.**

5. ( ) **PLEASE INCLUDE OUR COMPANY TO RECEIVE FUTURE BIDS FOR THE FOLLOWING COMMODITIES.**

<table>
<thead>
<tr>
<th>1.</th>
<th>2.</th>
<th>3.</th>
<th>4.</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________________</td>
<td>________________________________</td>
<td>________________________________</td>
<td>________________________________</td>
</tr>
</tbody>
</table>

**COMPANY NAME:** ________________________________

**SIGNATURE:** ________________________________

**PRINTED SIGNATURE** ________________________________

**TITLE OF OFFICER:** ________________________________

**DATE:** ________________________________

**TELEPHONE:** ________________________________

**FAX NUMBER:** ________________________________

**E-MAIL ADDRESS:** ________________________________

**Complete and return with proposal 1166.**
RESOLUTION

Whereas, Article 601 (f), Texas Revised Civil Statutes, providing for the payment of goods and services contracted for, by state or political subdivisions, as amended, is effective July 1, 1986.

Whereas, the Richardson Independent School District desires to implement the Legislative intent and the exceptions of Article 601 (f), Texas Revised Civil Statutes;

NOW, THEREFORE, BE IT RESOLVED by the Richardson Independent School District:

That unless otherwise authorized by the Board of Trustees of the Richardson Independent School District, at the request of the Superintendent, no contractor of the Richardson Independent School District shall be entitled to interest on any delayed, disputed, or delinquent payment, or attorney’s fees in any dispute to collect such payments. The restrictions of this resolution shall constitute the sole, controlling, contract terms with respect to interest owed on delayed, disputed, or delinquent payments, in lieu of Article 601 (f), Texas Revised Civil Statutes.

The provisions of this resolution apply to payments made under Contracts executed on or after the effective date of this resolution. Payments made under contracts executed before the effective date are governed by the laws of the State of Texas in effect at the time that the contracts were executed, and the former law is continued in effect for this purpose.
Instructions for Certification

1. By Signing and submitting the form on page 18 the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," debarred, “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal, “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant is a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
U.S. Department of Agriculture

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

This certification 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.

(Before completing certification, read attached instructions.)

(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 any 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.

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>PR/Award Number or Project Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name and Title of Authorized Representative</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure) Approved by OMB
0348-0046

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Contract</td>
</tr>
<tr>
<td>b. Grant</td>
</tr>
<tr>
<td>c. Cooperative agreement</td>
</tr>
<tr>
<td>d. Loan</td>
</tr>
<tr>
<td>e. Loan guarantee</td>
</tr>
<tr>
<td>f. Loan insurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Status of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Bid/offer/application</td>
</tr>
<tr>
<td>b. Initial award</td>
</tr>
<tr>
<td>c. Post-award</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Initial filing</td>
</tr>
<tr>
<td>b. Material change For Material Change Only:</td>
</tr>
<tr>
<td>Year ______ quarter ______</td>
</tr>
<tr>
<td>Date of last report __________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prime</td>
</tr>
<tr>
<td>□ Subawardee</td>
</tr>
<tr>
<td>Tier _____, if known:</td>
</tr>
<tr>
<td>Congressional District, if known?</td>
</tr>
</tbody>
</table>

| 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: |
|______________________________________________________________________________|
| Congressional District, if known: |

<table>
<thead>
<tr>
<th>6. Federal Department / Agency:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7. Federal Program Name / Description:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>9. Award Amount, if known:</th>
</tr>
</thead>
</table>
| $ _______________________

| 10. a. Name and Address of Lobbying Entity |
| (if individual, last name, first name, MI): |

<table>
<thead>
<tr>
<th>11. Amount of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ ____________________ actual ___ planned___</td>
</tr>
</tbody>
</table>

| 12. Form of Payment (check all that apply): |
|__________________________________________|
| ___ a. cash |
| ___ b. in-kind; specify: nature___________ value_____________ |

| 13. Type of Payment (check all that apply): |
|__________________________________________|
| ___ a. retainer |
| ___ b. one-time fee |
| ___ c. commission |
| ___ d. contingent fee |
| ___ e. deferred |
| ___ f. other; specify: ____________________ |

| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11. |
|______________________________________________________________________________|

<table>
<thead>
<tr>
<th>15. Continuation Sheet(s) SF-LLL-A attached:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes</td>
</tr>
<tr>
<td>□ No</td>
</tr>
</tbody>
</table>

| 16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. |

<table>
<thead>
<tr>
<th>Signature: ______________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name: ____________________________</td>
</tr>
<tr>
<td>Title: _________________________________</td>
</tr>
<tr>
<td>Telephone No: __________________________</td>
</tr>
<tr>
<td>Date: _________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Federal Use Only:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized for Local Reproduction Standard From - LLL</td>
</tr>
</tbody>
</table>

20
PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number, the application proposal control number assigned by the Federal agency). Include prefixes, e.g. “RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount to the award / loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestion for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0342-0046), Washington, D.C. 20503.
Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $1,000,000 in Federal Funds.

Submission of this certification is 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 Standard Form-L.L.L., “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require 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.

__________________________________________________
Name / Address of Organization

________________________________________
Name / Title of Submitting Official

__________________________________     ___________________________
Signature                               Date
Clean Air and Water Act

I, the Vendor, am 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 require 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.

Potential Vendor Name: __________________________________________________________

Title of Authorized Representative: _________________________________________________

Mailing Address: ___________________________________________________________________

Signature: _______________________________________________________________________

Complete and return with proposal 1166
Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Effective January 1, 2006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. RISD will post the completed questionnaires on its website.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.

- The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Please sign and return the following Conflict of Interest Questionnaire from the Texas Ethics Commission with your bid/proposal to the following address:

Richardson Independent School District  
Attn: Purchasing Department  
970 Security Row  
Richardson, Texas 75081

The Local Government Officers of the Richardson Independent School District are:

Board of Trustees:  
Luke Davis  
Karen Ellis  
Kim Caston  
Lanet Greenhaw  
Kim Quirk  
Kris Oliver  
Karen Holburn

Superintendent:  
Dr. Kay Waggoner
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code
by a person who has a business relationship as defined by Section 176.001(1-a) with a local
governmental entity and the person 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 person becomes aware of facts
that require the statement to be filed. See Section 176.005, Local Government Code.

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

1 Name of person 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 requires that you file an updated completed questionnaire with the appropriate filing authority not
later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

<table>
<thead>
<tr>
<th>Name of Officer</th>
</tr>
</thead>
</table>

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an
employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional
pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment
income, from the filer of the questionnaire?

☐ Yes  ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the
direction of the local government officer named in this section AND the taxable income is not received from the local
governmental entity?

☐ Yes  ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local
government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes  ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

<table>
<thead>
<tr>
<th>Signature of person doing business with the governmental entity</th>
<th>Date</th>
</tr>
</thead>
</table>

Adopted 06/29/2007