TEAMWORK FOR EXCELLENCE

PLANO Independent School District

CMAR 2026-11-35

Saigling Elementary School Renovation

Issue Date: 9/18/2026
Questions Deadline: 9/29/2026 04:00 PM (CT)
Response Deadline: 10/6/2026 02:00 PM (CT)

Contact Information

Contact: Veronica Couzynse
Address: Plano Independent School District
6600 Alma Drive
Plano, TX 75023
Email: veronica.couzynse@pisd.edu

Event Information

Number:	CMAR 2026-11-35
Title:	Saigling Elementary School Renovation
Type:	Construction Manager at Risk One Step Process
Issue Date:	9/18/2026
Question Deadline:	9/29/2026 04:00 PM (CT)
Response Deadline:	10/6/2026 02:00 PM (CT)
Notes:	Plano Independent School District is requesting Proposals for Construction Manager at Risk One Step Process for Saigling Elementary School Renovation.

Architect - Huckabee

Scope of Work:

Saigling Elementary addition and renovation Scope will include the following, 3 group restroom additions which will include new foundation, exterior walls, roof assembly, Plumbing, electrical, and mechanical and restroom finishes. Main building scope new fire alarm system throughout building, Replace main Sprinkler system Valve assembly, New digital Marque sign, and masonry enclosure, new sink at art room, new traffic directional signage.

The estimated construction budget is $2,200,000

Location – 8900 Coit Rd, Plano, TX 75025

RECOMMENDATION TO BOARD OF CM@R APPROVAL: November 10, 2026

Proposed Construction Schedule:

Begin Summer 2027 and Completed by December 2027

VIRTUAL OPENING ZOOM CREDENTIALS:

Veronica Couzynse is inviting you to a scheduled Zoom meeting.

Topic: Veronica Couzynse's Zoom Meeting - VIRTUAL Opening CMAR Boggess, Wyatt, Saigling
Time: **Oct 6, 2026 02:00 PM** Central Time (US and Canada)
Join Zoom Meeting
https://planoisd.zoom.us/j/3804467644?pwd=S09iMHgvR1NyNkx2S2ZqTnYzek5wQT09&omn=98808199882

Meeting chat link
https://planoisd.zoom.us/launch/jc/98808199882

Meeting ID: 380 446 7644
Passcode: 9S5Att

Join by SIP
• 3804467644@zoomcrc.com

Join instructions
https://planoisd.zoom.us/meetings/98808199882/invitations?signature=LtGsACj7zqgJQ9oWdgll-43gSm_leBAqa6T7KN2OWNE

Billing Information

Address: 2700 West 15th St.
Att'n: Accounts Payable Dept.
Plano, TX 75075

Bid Attachments

CMAR 2026-11-35 Saigling Elementary School Renovation Proposal Forms.docx View Online
PROPOSAL FORMS - Download, Print, Complete, and Submit by Deadline

Certificate of Interested Parties (Form 1295) Sample.pdf View Online
Sample 1295 Form

CIQ Revised 1.1.21.pdf View Online
Blank CIQ - Complete only if a Disclosure

AIA 305 - 1986.pdf View Online
Can use 1986 or 2020 Version

A133-2019 v1 (07-21-2020)_3038599(2) - Final - (1).pdf View Online
Sample A133 - Agreement

A133-2019 Exhibit B v1 (09-10-2020)_3178378(1) - Final - (1).pdf View Online
Sample A133 Exhibit B - Insurance & Bonds

A201-2017 v4 (06-11-2020)_2946754(4) - Final - (1) (1).pdf View Online
Sample A201

Blank fw9.pdf View Online
Blank W9 March 2024

Terms_and_Conditions 2025.pdf View Online
Terms and Conditions

Bid Attributes

1 **PROPOSAL SUBMISSIONS**

IMPORTANT: THIS IS A TWO (2) SUBMISSION PROCESS-BOTH SUBMISSIONS MUST BE COMPLETED FOR CONSIDERATION!

SUBMISSION 1 - ELECTRONIC SUBMISSION THROUGH IONWAVE (REQUIRED):

There are several attributes associated with this RFP. Some are notes and require No Response, but most have a required response. Please be sure to read and respond to all attributes on each page. If you do not read and/or respond to all Attributes that require a response, the system will not allow you to submit your electronic bid response.
YOU WILL NEED TO ANSWER THE QUESTIONS AND SUBMIT ELECTRONICALLY THROUGH IONWAVE.

SUBMISSION 2 - HARD COPY HAND-DELIVERY or MAIL DELIVERY SUBMISSION REQUIREMENTS (REQUIRED)

Please submit one (1) original of the items found in Attribute #2 below,

IN A SEALED ENVELOPE REFERENCING Construction Manager @ Risk - One Step Process 2026-11-35 Saigling Elementary School Renovation

AND HAND-DELIVERED OR MAILED TO:

PLANO ISD, PURCHASING DEPARTMENT
2201 W. Spring Creek Pkwy
PLANO, TX 75023

PRIOR TO CLOSING DATE AND TIME

YOU WILL NEED TO ANSWER THE QUESTIONS IN IONWAVE AND SUBMIT ELECTRONICALLY THROUGH IONWAVE.
AND
YOU WILL ALSO NEED TO HAND DELIVER OR MAIL HARD COPIES WITH THE REQUIRED DOCUMENTS (LISTEI IN ATTRIBUTE #2).

2 **PROPOSAL HARD COPY HAND-DELIVERY/MAIL DELIVERY SUBMISSION INSTRUCTIONS**

INCLUDE THE FOLLOWING INFORMATION IN EACH SECTION BELOW IN YOUR HARD COPY PROPOSAL SUBMISSION:

PROPOSAL DOCUMENT AND ALL FORMS CAN BE FOUND IN THE 'ATTACHMENTS' TAB

SEALED ENVELOPE MUST REFERENCE:
Construction Manager at Risk One Step Process 2026-11-35 Saigling Elementary School Renovation

SECTION A - Page 1 - Completed and signed Plano ISD Proposal Cover Page - Form A.
Page 2 - THE **PROPOSAL FORM for CONSTRUCTION MANAGER @ RISK ONE STEP** - Form B and Form C.

* The Fee for Pre-Construction Services shall be presented as a lump sum amount.
* The Fee for Construction Period Services shall be based on a percentage amount times fin construction cost.
* The Fee for General Conditions Costs shall be based on a percentage amount times fin construction cost.

Section B - **QUALIFICATIONS STATEMENTS** - Each proposer shall complete and include a qualification statement in the Proposal package submitted. **AIA Document A305-Contractor's Qualification Statement.**

Section C - **Respondent Questionnaire** - Form G -Include the answers to the following (C-1 to C-8):

C-1 - **Project Related Experience List** including relevant recent work as a Construction Manager at Risk on projects for addition and Refurbishment of occupied educational facilities. Include name, location, description, date, value of contracts and references for the same. Projects of new construction that are of a scope similar to this projec may also be included.

C-2 - **Experiences with Concepts for Work as a Construction Manager at Risk during the Design Phases** Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design of major projects. Describe your organization's methods for estimating costs, for providing recommendations on construction feasibility, evaluations of designs, materials and constructability, and for construction phasing and scheduling during the design/documents phases. Which (one or more) of those projects listed above best exemplify these concepts and experience?

C-3 - **Experiences with Concepts for Work as a Construction Manager at Risk during the Construction Phase.** Describe your organization's concepts for working in a team relationship with the Owner and Architect during the construction of major projects. Describe your organization's methods for monitoring and controlling costs, for providing recommendations on construction feasibility, evaluations of options, materials and constructability, and for construction phasing and scheduling during the construction phase. Which (one or more) of those projects listed above best exemplify these concepts and experience?

C-4 - **Compare the initial estimates, approved GMP and the Final Cost of Construction** for the projects discussed above. Identify any significant scope added to or omitted from the project between the approved GMP and the final cost of construction.

C-5 - **Example of Proposed Accounting Method** for a Construction Manager at Risk contract on similar work.

C-6 - **Describe your organization's concept for cost contingencies** both during design and during construction. What is your organization's concept for the disposition of contingency funds after the completion of the project?

C-7 - **List of categories** that are included in the Fee for Construction Period Services. Describe how your fee is calculated; distinguish between what is included in your fee vs. the cost of items to be reimbursed as described in the Agreement.

C-8 - **Resumes and References for Key Personnel** proposed for this project. Resumes of key personnel must show experience in projects of similar size, complexity and related challenges. Provide references that can substantiate their experience and background in similar types of facility construction. The CMR's site staff during construction is anticipated to include a Project manager, a full time Superintendent on-site, Project/Field Engineer and clerical support. CMR shall not change the team staffing of this project without the consent of the Owner. Identify off site staffing (if any) and the extent of their involvement expected as a part of this project.

Section D - **Additional Forms** - W9, Acknowledgment of Addendum (Form D) Non-Collusion Affidavit (Form E), Historically Underutilized Business Form (HUB) - (Form F), Proposal Checklist (Form H)

Section E - **Financial Statement -** most recently audited statement

Section F - **Proposal Bond** or Cashier's Check

Section G - **Certificate of Insurance**

3 LATE PROPOSAL SUBMISSIONS

LATE PROPOSAL -
Proposals received after closing date and time will not be considered. Plano ISD will not be responsible for mail delivered from the post office or by delivery service that is delivered late or to another location.

The time/date stamp clock in Plano Independent School District's office shall be the official time of receipt.

The district will not accept faxed or e-mailed proposals.

4 Contract Form

The Owner will contract directly with a Construction Manager at Risk (CMR) for performing general construction of the project. The CMR will then conduct the subcontractor selection/bidding and contract with all other subcontractors required for the work. The Owner reserves the right to contract separately with other suppliers, vendors and contrac as deemed in the best interest of the Owner's project. For construction work, this is currently anticipated to be:

- Furniture Vendors
- Potential long lead equipment/materials. In this event, it is anticipated such materials/equipment would be assigned to the CMR for his coordination and installation.
- Independent testing and commissioning including materials testing and inspection, HVAC testing and balancing etc.
- Data cabling materials and installation.

CONTRACT FORM:

The CMR will be reimbursed for the cost of the Work plus a Fee. For purposes of this proposal, terms of the contrac will be the owner issued document AIA Document A133 Agreement Between Owner and Construction Manager as amended by the Owner as necessary and AIA-201-General Conditions of the Contract for Construction as amended by the Owner as necessary. Candidates should identify in their proposal any exceptions, additions or modifications that are requested to be considered by the Owner. Consideration of any of these items will be a part of the evaluatio process. Objections to the contract type or format not included within the proposal submission may result in disqualification of the proposal.

The CMR will provide Initial Guaranteed Maximum Prices and a Final Guaranteed Maximum Price at the appropriate times in development of the Project.

The CMR will participate in pre-construction services by preparing construction cost estimates at major design milestones, such as 100% Design Development, 60% Construction Document and 100% Construction Document during the bidding phase. An overall IGMP will be required whenever approval is sought for a phase or partial scope

The CMR competitively bids and enters into subcontracts for all portions of the work. Subcontract bids are reviewed and approved by the Owner prior to award.

The CMR will be required to coordinate with any other contracts the Owner may issue directly such as data communications cabling, or others.

Payment and performance bonds will be required of the CMR for the entire project. The Owner will make all construction payments directly to the CMR, for their distribution of payments to subcontractors and suppliers as appropriate.

The Owner may elect to procure certain materials/equipment directly, with coordination and scheduling support from the CMR. The equipment would then be assigned to the CMR with the full acceptance of responsibilities for coordination and installation.

The Owner has business impact and related costs for late completion. Liquidated damages are addressed in the General Conditions as amended by the Owner.

5 Bid Phase

Sealed bids shall be solicited and received by the CMR in accordance with the terms of the Agreement a the Government Code Section 2269.255-Section 2269.257.

Pre-Construction Services are included and are to be separated from the Base Fee. Services may include Schedule, Constructability, Budget and Cost Estimating as follows:

1. A total estimate of probable construction cost based on the 100% design development document drawings and specification

2. A total estimate of probable construction cost based on the 60% construction document drawings and specification.

3. A total construction cost estimate based on completed construction documents issued for bidding. Provide an itemization of the estimate based upon the proposed bid packages to facilitate evaluation of the bids in reference to the GMP.

4. A project schedule identifying critical path and long lead items.

5. Continually monitor and maintain the construction portion of the project budget. Provide substantially detailed estimates as an evaluative tool in the selection of subcontractors.

6. Provide cost saving analysis for systems and configurations. Evaluate quality, initial cost, maintenance an appropriateness.

7. Develop, monitor and maintain a project schedule for bidding and construction, including phasing of the work as required to achieve Owner occupancy.

8. Assess the availability of all building components in regard to the project schedule.

9. Coordinate the bidding and issue of pre-purchase orders for long lead items, if required.

10. Make recommendations and provide references for manufacturers, suppliers and other subcontracts considered during design.

11. Review the Construction Documents during development and report to the Architect on constructability and coordination of the information presented. The CMR is not responsible for the Architect's quality control but is to identify areas in the documents requiring additional information or clarification.

12. Attend design meetings with the Architect, Architect's consultants and Owner.

13. An Interim GMP and Project Schedule will be required when any pre-purchase of long lead items or subcontract for early start is recommended. The schedule shall show the advertising, bidding, and evaluation periods in relation to the Board date and Board Agenda deadlines.

6 VIRTUAL PROPOSAL OPENING

Proposal will be opened and read aloud publicly unless proposal is non-responsive. The following information will be read and recorded at the opening:

1. **Name of Respondent**
2. **Proposed Fees - Pre-Construction, Construction Services, and General Conditions Cost**

LOCATION OF PROPOSAL OPENING: Proposal will be publicly opened on October 6, 2026 at 2:00 pm CST. Proposal opening will be at the following location:

Plano Independent School District
Purchasing Department
2201 W. Spring Creek Pkwy
Plano, Texas 75023

7 WITHDRAWAL OR REVISION OF PROPOSAL

Proposal may be withdrawn or revised prior to scheduled time for opening, under following terms:

1. Proposer may, without prejudice to himself, withdraw Proposal after it has been deposited, provided request for such withdrawal is received in writing before time set for opening.

2. After opening, no Proposal may be withdrawn for period indicated.

3. Any interlineation, alteration, or erasure made before receiving time must be initialed and dated by the signer of the Proposal, guaranteeing authenticity.

8 NON-RESPONSIVE PROPOSAL

Proposal(s) are considered NON-RESPONSIVE and may be rejected for following reasons unless otherwise provided by law.

1. If form furnished is not used or is altered.
2. If there are unauthorized additions, conditional Proposal or irregularities of any kind which may tend to make Proposal incomplete, indefinite, or ambiguous.
3. If proposer adds any provisions reserving right to accept or reject any award, or to enter into Contract pursuant to an award.
4. If prices contained in Proposal schedule are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
5. If the documents listed in attribute 2 are not submitted.

Owner reserves right to reject any or all Proposal and to waive irregularities or informalities as may be deemed in Owner's interest.

9 Questions and Addenda

All questions regarding this RFP, must be submitted in writing through Ionwave using the QUESTIONS Tab no later than September 29, 2026 at 4:00 p.m. CST

- All interpretations or clarifications considered necessary by Architect and approved by Owner, in response to proposer's request, will be issued by Addenda through Ionwave.
- Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.
- Owner and Architect are not responsible for any other explanation or interpretation anyone presumes to make.
- Any interpretations, corrections, approvals, supplemental instructions or changes to the Proposal Documents will be made by Addenda and issued through Ionwave. Sole issuing authority of addenda shall be vested in the Plano Independent School District.
- Addenda will be issued through Ionwave
- Proposers shall acknowledge receipt of all Addenda.
- Failure to receive such Addenda does not relieve proposer from any obligation under his Proposal as submitted.
- All formal written Addenda become a part of the Proposal Documents.
- It is your responsibility to obtain any addenda that pertains to this proposal.

10 WAGE RATES

In compliance with the laws of Texas relating to Labor, the Contractor and each Subcontractor shall pay to all laborers Workmen and mechanics employed by them in execution of this contract not less than the rates of pay determined to be the prevailing wages in the area of the construction site in the State of Texas for each craft or type of Workman, mechanic and apprentice required to execute this Contract. The prevailing rates of wages shall be paid on the Projec in conformity with the laws of the State of Texas including but not limited to Tex. Gov't Code, Chapter 2258.

11 Business Ethics

During the course of pursuing contracts, and the course of Contract performance, Contractor and its Subcontractors and vendors will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any Officials or personnel of Plano ISD, or to family members o any of them. At any time Contractor believes there may have been a violation of this obligation, Contractor shall notify Plano ISD of the possible violation. Plano ISD is entitled to request a representation letter from Contractor, its Subcontractors or vendors at any time to disclose all things of value passing from Contractor, its Subcontractors or vendors to Plano ISD's personnel. Contractor shall comply with all applicable laws and regulations and Plano ISD policies with regard to furnishing information and/or documents pertaining to disclosure of interested parties as set forth in the Texas Government code and other pertinent laws and regulations.

A. The right of the Contractor to proceed may be terminated by written notice if the Plano ISD Director of Purchasing, or a designee, determines that the Contractor, its agent, or another representative offered or gave a gratuity (e.g., a entertainment or gift) to an officer, official, or employee of Plano ISD.

B. If this Contract is terminated under Paragraph A above, Plano ISD is entitled to pursue the same remedies as in a breach of this Contract.

C. The rights and remedies of Plano ISD provided in this Article shall not be exclusive and are in addition to any othe rights and remedies provided by law or under this Contract.

12 **CODE OF CONDUCT**

Vendors and their workers and suppliers on Plano ISD schools/projects are required to understand and comply with the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a worker's removal from the schools/projects and/or the termination of the contract. Vendors are responsible for their workers and suppliers adherence to these policies. 1.)All vendor employees must wear the District provided ID badge while on Plano ISD property. 2.) the use of any tobacco products are PROHIBITED on District property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco and snuff. 3.) Drugs and alcoholic beverages are PROHIBITED. 4.) The use of vulgar or improper language is PROHIBITED. Plano ISD will determine on a case by case what constitutes vulgar or improper language. 5.) Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on District property will result in immediate removal from site. Plan ISD will determine unacceptable behavior. 6.) ALL CONTACT WITH STUDENTS IS STRICTLY PROHIBITED. 7.) Weapons of any type are not allowed on District property, the job site or parking areas. Vendor's employees will comply with all state and district rules regarding weapon free zones. 8.) Vendor's employees shall submit such background information as may be requested by Plano ISD to perform criminal background evaluations OR investigations. I understand and agree to comply with the rules and responsibilities as stated in the Job Site Code of Conduct. Additionally, I certify that neither I nor any of my employees are currently in violation or in the future will violate the rules and responsibilities stated above. ~~~ This is your electronic signature.

☐ Agreed ☐ Do Not Agree

(Required: Check only one)

13 **Criminal Background Check**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then require to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the Distri deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, *they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: 1. Any offense against a child, 2. Any sex offense, 3. Any felony offense involving controlled substances, 4. Any felony offense against property, 5. Any other offense the Distri believes might compromise the safety of student, staff or property. A Proposer's violation of this section shall constitu substantial failure. If the Proposer 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. Possession of fire arms, alcohol and/or drugs, eve in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. Do you agree to comply? ~~~This is your electronic signature.

☐ Do Not Agree ☐ Agree

(Required: Check only one)

14	**Conflict of Interest** According to Local Government Code, Chapter 176, a vendor or an agent of a vendor who enters or seeks to enter into a contract with Plano Independent School District must file a completed Conflict of Interest Questionnaire with the Purchasing Department not later than the seventh (7th) business day after the later of: ~ the date that the vendor begins discussions or negotiations to enter into a contract with the District or submits tot he District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with th District; or ~ the date the vendor becomes aware of an employment or other business relationship with a local officer, or a family member of the officer described in Section 176.003, or that the vendor has given 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 a contract has been executed, or the local governmental entity is considering entering into a contract with the vendor or has a family relationship with the local government officer. A new Conflict of Interest Questionnaire must be filed not later than the 7th business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate. For your convenience, the form is attached herein. The form and additional information may be found on the following website will provide the appropriate form to be completed and submitted with the vendor's proposal. Website: https://www.ethics.state.tx.us/forms/CIQ.pdf This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1 a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. The Conflict of Interest Questionnaire form is attached in the documents tab. **ONLY COMPLETE THE CIQ FORM IF THERE IS A DISCLOSURE.**
15	**Disclosure of Interested Parties - Form 1295 Process** NOTE this is a requirement that became effective for all contracts/agreements that the district enters into after December 31, 2015. This disclosure will be required of the vendor that is selected for the award of this bid/proposal. The Purchasing Department will contact the recommended bidder(s) to initiate the disclosure process. The awarded contract will not be valid until the process is complete. The rules from the Texas Ethics Commission for this process can be found at the following web site: https://www.ethics.state.tx.us/legal/ch46.html The following link will guide you to the web page for tutorials for obtaining a log-in and password and a tutorial on how to create and submit a certificate https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Note the following- You must use the Texas Ethics Commission's process. Electronic form submittal only-paper forms will not be accepted. **THE FORM NO LONGER NEEDS TO BE NOTARIZED. FORM 1295 IS NOT REQUIRED FOR PUBLICLY TRADED BUSINESS ENTITY, INCLUDIN A WHOLLY OWNED SUBSIDIARY OF THE BUSINESS ENTITY.** If recommended for award will you complete this process? ~~~This is your electronic signature. ☐ Yes ☐ No *(Required: Check only one)*
16	**Indemnification** Vendor shall indemnify and hold harmless Plano ISD, including Plano ISD's Trustees, Officers, Administrators, Employees, and agents, from all claims, liabilities, costs suits of law or in equity, expenses, attorneys' fees, fines, penalties or damages arising from acts or omissions of vendor, vendor's employees, agents, or subcontractors, in connection with this contract, including without limitation, those arising from claimed infringement of any patents, trademarks, copyright or other corresponding right(s) which is related to any item vendor is required to deliver. Vendor's obligations under this clause shall survive acceptance and payment by Plano ISD.

17 **Performance and Payment Bonds**

Per Texas Government Code Sec. 2253.021. PERFORMANCE AND PAYMENT BONDS REQUIRED.: (a) A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity: a performance bond if the contract is in excess of $100,000; and a payment bond if: (A) the contract is in excess of $25,000, and the governmental entity is not a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code The bonds required to b furnished under Subsection (a) must be furnished before the contractor begins work. Per Texas Government Code Sec. 2269.411. PAYMENT AND PERFORMANCE BONDS. The contractor shall provide payment and performance bonds, if required by law, based on the amount or estimated amount of any order. Do you agree to these conditions awarded?

☐ Yes ☐ No

(Required: Check only one)

18 **PROPOSAL BOND**

A. Each individual Proposal package submitted must be accompanied by Proposal Bond made payable to Owner in an amount of five percent (5%) of the Proposal price (for Proposal bond purposes, the Proposal price shall include the base Proposal, plus all alternates; however, the Contract price shall be as awarded by Plano Independent School District). Proposal Bond shall be in the form of a Cashier's Check or a Proposal Bond, duly executed by proposer as principal and having as surety thereon, a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue such bond, as a guarantee that the proposer will enter into a Contract and execute required Performance and Payment Bonds within ten (10) days of Plano Independent School District award of Contract.

B. Each Proposal must be accompanied by information establishing that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and ratings or other evidence of company solvency.

C. Proposer must demonstrate to Owner that he can secure required bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue such bond, which bonds shall be written in the form contained in the Project Manual without modification.

19 **Felony Conviction Notification**

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states “A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” Is you firm owned or operated by anyone who has been convicted of a felony? ~~~ This is your electronic signature

☐ No ☐ Yes ☐ Publicly Held

(Required: Check only one)

20 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 1000 characters allowed)

21	**OPEN RECORDS POLICY** Plano ISD is a governmental body subject to the Texas Public Information Act, Texas Govt. Code Chapter 552. Responses submitted to Plano ISD as a result of this proposal may be subject to release as public information after contracts are executed or the procurement is terminated. If a vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the vendor must specify CONFIDENTIAL page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Plano ISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

22	**Purchase Order Required** It is necessary for vendors to understand that no orders may be filled until you have an approved purchase order signed by the Executive Director of Purchasing. This purchase order may be faxed, mailed or attached to an e-mail. Do not fill orders that are placed in person or over the phone until you have a valid purchase order. Will you comply with this requirement? ~~~ This is your electronic signature. ☐ Yes, I will comply *(Required: Check only one)*

23	**Funding Out Clause** Any contract for the acquisition, including lease, of real or personal property is a commitment of Plano Independent School District's current revenue only: 1. The District retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract. 2. The contract is conditioned on a best efforts attempt by The District to obtain and appropriate funds for payment of the contract. The District, as a governmental entity, may not be held liable for non-funding of a contract caused through no fault of its own. If The District fails to appropriate funds to provide for the annual renewal of a contract, the district may cancel without termination charge. This is provided that the bidder receives at least thirty (30) days written notice of the termination stating the lack of funding as the reason for the termination.

24	**Laws, Regulations, Standards, Licensing** Plano ISD requires vendors to certify that during the term of an award by the Plano ISD resulting from this procurement process, the vendor will be in compliance with mandatory local, state or federal laws, regulations, standards, licensing, and policies. Does your company comply with all local, state, or federal laws, regulations, standards, licensing, and policies as they apply to this contract? Do you agree? ☐ Agree ☐ Disagree *(Required: Check only one)*

25 **INSURANCE REQUIREMENTS**

If it is necessary for you to come onto Plano ISD property in the performance of this contact, successful contractor wil required to supply proof of insurance in accordance with the following schedule. Plano ISD requires that contractor's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. The District reserv the right to require higher limits of coverage depending on the size, scope, and nature of a contract. Plano ISD must named as an additional insured on both the General and Auto liability.

The immunity of the owner shall not be a defense from the insurance carrier. ONLY THE AWARDED PROPOSER IS REQUIRED TO FURNISH A CERTIFICATE OF INSURANCE NAMING PLANO ISD AS ADDITIONAL INSURED AND SAID CERTIFICATE WILL BE DELIVERED WITHIN 14 DAYS OF THE DATE OF THE AWARD NOTIFICATION.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
1.Workers' Compensation	Statutory
2.Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
3.Commercial General Liability	$1,000,000 combined single limit policy aggregate $500,000 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

26 **Reservations - Plano ISD**

The Plano Independent School District expressly reserves the right to:

1.Specify approximate quantities;
2.Extend the opening date and time;
3.Consider and accept alternate proposals, if specified in the documents, when most advantageous to the School District;
4.Waive as an informality, minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods and services.
5.Waive any minor informality in any proposal or procedure (a minor informality is one that does not affect the competitiveness);
6.Add additional terms or modify existing terms;
7.Reject any proposal because of unbalance unit prices;
8.Reject or cancel any or all proposals;
9.Reissue any proposal; and/or
10.Procure any item by other means

27 **MINIMUM STANDARDS FOR RESPONSIBLE PROPOSER**

Proposers are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:

1. Have adequate financial resources;
2. Be able to comply with the required or proposed schedules;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and

Be otherwise qualified and eligible to receive an award. The Owner may require other information sufficient to determine proposer's ability to meet these minimum standards listed above. In addition to requirements of the Proposal Documents, Owner may require additional information to establish responsibility of proposer. Owner may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Work and substantial data to determine their qualifications and experience. If requested, proposer must submit all data to Owner. Owner may also consider and use as part of the evaluation, the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted in the Proposal Documents or prior to the award of Contract.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of proposer, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Proposal Documents to Owner's satisfaction within the prescribed time.

28 **Warranty**

Standard Manufacturer's Warranty, for all equipment bid, is to be considered a part of these conditions. All defective items shall be replaced free of charge. The awarded Contractor(s) will be the sole point of contact on any problems with the equipment or systems during the warranty period. The Contractor(s) shall be responsible for all installations under these specifications. The Contractor(s) shall make good, repair and replace, at the contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of agency and/or Division of Purchases said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

29 **Vendor Primary Contact and Information**

1. Please list the Primary individual to contact and email.

2. Please list phone number and email address.

3. Please list the address of the principal office.

4. Please provide the company website.

(Required: Maximum 1000 characters allowed)

30 **Failure to Complete**

Has your organization ever failed to complete any contracts awarded to it?
If yes, please explain. If none, enter N/A not applicable.

(Required: Maximum 1000 characters allowed)

31 Claims and Suits

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

Has your organization filed any lawsuits or requested arbitration with regards to contracts within the last five years?

If yes, please provide further details. If none, enter N/A not applicable.

(Required: Maximum 1000 characters allowed)

32 Negotiation

Negotiation will begin with the vendor who submits the most responsive proposal as measured by the scope and specifications, and which is in the best interest of the District.

The district shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation. The district shall first attempt to negotiate a contract with the selected offeror. The district may discuss with the selected offeror options for a scope or time modification and any price change associate with the modification. If the district is unable to negotiate a satisfactory contract with the selected offeror, the district shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria.

33 Evaluation Criteria

It is not the policy of Plano ISD to award bids on the basis of low price alone.
To determine the award of this bid, Plano ISD may consider the following, as provided in the Texas Education Code 44.031(b).
1) Price/discount;
2) Consideration of location of vendor's principal place of business:
3) Reputation of the vendor;
4) Qualities of the vendor's goods & services;
5) The extent to which the goods & services meet the District's needs;
6) The vendor's past relationship with the District;
7) The long-term cost to the district to acquire the vendor's goods or services;
8) The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesse and
9) Any other relevant factor specifically listed in the request for bids or proposals.

34 **Weighted Evaluation Criteria**

The proposal will be evaluated using the following criteria:

Evaluation Criteria	Maximum Point Value
Cost/Price	30 Points
Qualifications	20 Points
Reputation of Vendor	20 Points
Experience	20 Points
Best Meets the District's Needs	10 Points
Total:	**100 Points**

All other criteria will be given the weight of zero.

35 **Evaluation and Interviews**

The evaluation team will consist of representatives from the Owner and the Architect.

Proposals will be taken and reviewed immediately upon receipt. It is anticipated a short list of Contractors may be interviewed, but the Owner reserves the right to not conduct any interviews and to base the selection strictly on the proposals submitted. The Owner may eliminate any Construction Manager(s) from the selection as late as the day prior to any potential interview if the Owner determines the proposal is insufficiently responsive to merit further consideration.

36 **AWARD OF CONTRACT**

This proposal shall be awarded in the best interest of Plano ISD to the vendor(s) that supplies the best value to the District. The District reserves the right to accept or reject any and all Proposals and to waive technicalities and informalities, and to be the sole judge of quality and equality. Awards will be based on what in our opinion is most advantageous to Plano ISD.

If the Contract is to be awarded, it will be awarded to the best-qualified proposer whose evaluation, by Owner, indicates to be in the best interests of the project.
Evaluation of Alternates - Any and/or all/none of the alternates may be considered in evaluation. Owner may award Contract on base Proposal plus any and/or all/none of the alternates.
Unbalanced Proposal - If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The Owner reserves the right to evaluate and determine the next qualified Proposal for consideration of award.
Owner anticipates award within thirty (30) days after Proposal opening.
CONTRACT - This Proposal, when properly accepted by the Owner, shall constitute a Contract equally binding between the successful proposer and the Owner. No different or additional terms will become part of this Contract with the exception of a Change Order.

37 **ASSIGNMENT**

A successful proposer shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Owner.

38 **Right to Inspect and Audit**

The Contractor (and contractor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Contractor's personnel who have worked on or have knowledge related to the performance of this RFP. Proprietary/Trade Secret information pertaining to this RFP may not be withheld from the District or its Authorized Representative.

39 **AUDIT**

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

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

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

All actual cost information will be made available to the District or it's agent during the entire process. A formal audit c the project may be conducted by an independent third party hired by Plano ISD at selected intervals during the construction phase and prior to final payment.

40 **VENUE**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

41

NOT BOYCOTT ISRAEL

I do hereby depose and verify that our company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:: 1. Does not boycott Israel currently; and 2. Will not boycott Israel during the term of the contract with Plano ISD. Pursuant to Section 2270.001, Texas Government Code: 1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and 2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. Th Company shall indemnify and hold harmless Plano ISD, its officials and employees from any and all claims, damages, and costs of any nature based upon Plano ISD's reliance on this verification.

HB 793 - revision of Boycott Israel statute:

- ONLY applies to contracts valued at $100,000 or more;
- ONLY include companies with 10 or more full-time employees.
- Exempts sole proprietorships from the requirement

My company does not and will not boycott Israel. ~~~ This is your electronic signature.

☐ I agree ☐ Do Not Agree ☐ Not Applicable

(Required: Check only one)

42

PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

PROHIBITION ON CONTRACTS WITH CERTAIN CONTRACTS SECTION 1. Chapter 2252, Government Code, is amended by adding Subchapter F to read as follows: SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES Sec. 2252.151. DEFINITIONS. In this subchapter: (1) "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189. (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254. (4) "Governmental entity" has the meaning assigned by Section 2252.001. Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreig terrorist organization. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies onl to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017. The Company shall indemnify and hold harmless Plano ISD, its officials and employees from any and all claims, damages, and costs of any nature based upon Plano ISD's reliance on this verification. Do you or your company engage in business with Iran, Sudan, or foreign terrorist organizations? ~~~ This is your electronic signature. *

☐ No ☐ Yes

(Required: Check only one)

43

EDGAR Compliance

The Education Department General Administrative Regulations (EDGAR) are federal regulations for administering discretionary and formula grants awarded by the U.S. Department of Education (DOE). The Plano ISD Facility Service department has determined that federal funds may be used to procure replacement water heaters or boilers for the District's Food and Nutritional Services department. The Uniform Guidance (2 C.F.R. Part 200) establishes uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities. It is intended to streamline and consolidate government requirements for receiving and using federal awards so as to reduce administrative burden and improve outcomes. The Uniform Guidance is effective for new and continuation awards issued on or after December 26, 2014. The regulations do not affect grant funds awarded prior to December 26, 2014, unless funds made available under those grants are carried forward into a new federal fiscal year or a continuation grant.

44 **EDGAR Compliance (A) Contracts**

A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjuste amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDE FEDERAL AWARDS (A) above, when federal funds are expended by Plano ISD, Plano ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contra by either party. Does vendor agree?

☐ Yes ☐ No

(Required: Check only one)

45 **EDGAR Compliance (B) Termination**

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Pursuant to APPENDIX II TO PAR 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (B) above, when federal funds are expended by Plano ISD, Plano ISD reserves the right to terminate any agreement in excess o $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to thirty (30) days, to remedy the casual breach of terms and conditions. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of Plano ISD. Does vendor agree?

☐ Yes ☐ No

(Required: Check only one)

46 **EDGAR Compliance (C) Equal Employment Opportunity**

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ‘‘federally assisted construction contract’’ in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ‘‘Equal Employment Opportunity’’ (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375 ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and implementing regulations at 41 CFR part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’ Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (C) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certifies that during the term of an award by Plano ISD resulting for this procurement process the vendor wi be in compliance with mandatory standards and policies relating to 41 CFR, Chapter 60. Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Does vendor so certify?

☐ Yes ☐ No

(Required: Check only one)

47 **EDGAR Compliance (D) Davis-Bacon Act**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity mus place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Th non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemente by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contract or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (D) above, when federal funds are expended by Plano ISD for construction or repair, Plano ISD requires tha the proposer certifies that during the term of an award by Plano ISD resulting for this procurement process the vendo will be in compliance with mandatory standards and policies relation to 40 U.S.C. 3141–3148 as supplemented by Department of Labor regulations 29 CFR Part 5 for construction contracts in excess of $2,000. Does vendor so certify?

☐ Yes ☐ No

(Required: Check only one)

48 **EDGAR Compliance (E) Contract Work Hours and Safety Standards**

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable t construction work and provide that no laborer or mechanic must be required to work in surroundings or under workin conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmissio of intelligence. Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (E) above, when federal funds are expended by Plano ISD for construction or repair, Plano ISD requires that the proposer certifies that during the term of an award by Plano ISD resulting for thi procurement process the vendor will be in compliance with mandatory standards and policies relation to 40 U.S.C. 3701–3708 as supplemented by Department of Labor regulations 29 CFR Part 5 for construction contracts in excess of $100,000 which involve the employment of mechanics or laborers as it applies to this contract. Does vendor so certify?

☐ Yes ☐ No

(Required: Check only one)

49 **EDGAR Compliance (F) Rights to Inventions Made Under a Contract or Agreement**

(F) If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to Federal Rule (F) above, when federal funds are expended by Plano ISD, the vendor certifies that during the term of an award for all contracts by Plano ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above. Does vendor so certify?

☐ Yes ☐ No

(Required: Check only one)

50 **EDGAR Compliance (G) Clean Air Act**

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub-grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (G) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certify that during the term of an award by the District resulting from this procurement process the vendor agrees to the terms listed and referenced therein. Does vendor so certify?

☐ Yes ☐ No

(Required: Check only one)

51 **EDGAR Compliance (H) Energy Policy and Conservation Act**

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (H) above, when federal funds are expended by Plano ISD, Plano ISD Requires that the proposer certify tha during the term of an award by Plano ISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act(Pub. L. 94-163, 89 Stat. 871). Does vendor s certify?

☐ Yes ☐ No

(Required: Check only one)

52 **EDGAR Compliance (I) Debarment and Suspension**

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ The Excluded Parties List Syste in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to APPENDIX I TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (I) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certifies that they are n debarred from receiving a contract from the federal government as provided therein. Does vendor so certify?

☐ Yes ☐ No

(Required: Check only one)

53 **EDGAR Compliance (J) Byrd Anti-Lobbying Amendment**

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or mor must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to APPENDIX II TO PART 200 CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (J) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certifies to the terms included or referenced therein. Does vendor so certify?

☐ Yes ☐ No

(Required: Check only one)

54 **EDGAR Compliance (K) Solid Waste Disposal Act**

(K) See §200.322 Procurement of recovered materials: 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with sectior 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the valu of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to APPENDIX II TO PART 200- CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (K) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certifies to the terms included or referenced therein. Does vendor comply?

☐ Yes ☐ No

(Required: Check only one)

55 **EDGAR Compliance (M) Record Retention Requirements**

(M) When federal funds are expended by Plano ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Does vendor comply?

☐ Yes ☐ No

(Required: Check only one)

56 **Buy American Provisions**

School districts participating in the National School Lunch Program and School Breakfast Programs are required by law to use Child Nutrition funds to the maximum extent practicable to buy domestic commodities for products for meals served under these programs. The term ”domestic food commodity or product” means agricultural commodities produced in the U.S. and food products processed in the U.S. The term substantially means that over 51 per cent of the final processed product consists of agricultural commodities that were grown domestically. Does vendor certify tha it is in compliance with all applicable provisions of the Buy American Act?

☐ Yes ☐ No

(Required: Check only one)

57 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) “Nonresident bidder” refers to a person who is not a resident. Section 2252.001(“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): “AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than th greater of the following: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located; o (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.” Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): “AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unles the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less tha the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in: (1) the state in which the nonresident’s principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer.” ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)? ~~~ This is your electronic signature.

☐ Yes, I am a resident bidder ☐ No, I am not a resident bidder

(Required: Check only one)

58 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. **If not applicable, please enter N/A (not applicable).**

(Optional: Maximum 1000 characters allowed)

59 **CONTRACT**

The awarded contractor will be expected to execute the standard AIA Document A133 as amended by the Owner. Sample AIA Document A133 is attached.

60 **Bid Acceptance**

Have you read and understood the Standard Terms & Conditions and Specifications contained herein, and do you further agree to abide and accept said Terms & Conditions and Specifications, which includes EDGAR compliance (The Education Department General Administrative Regulations)?

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature