



**REQUEST FOR PROPOSALS
FOR CONSTRUCTION MANAGER-AT-RISK
(ONE-STEP PROCUREMENT)
FOR CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS ADDITION,
AND STADIUM PROJECTS - RFP# 2025-004**

FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT
Chris Steinbruck, Superintendent of Schools

2505 Waldron Road, Corpus Christi, Texas 78418
(361) 694-9202

**FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK SERVICES (ONE-STEP PROCUREMENT)
FOR FLOUR BLUFF ISD CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS ADDITION,
AND STADIUM PROJECTS NO.: RFP# 2025-004**

Date: August 12th 2025

NOTICE TO RESPONDENTS:

The Flour Bluff Independent School District (“District” or “FBISD” or “Owner”) will select a construction manager-at-risk (“CMAR”) through a **ONE-STEP** Request for Proposals (“RFP”) pursuant to Texas Government Code Chapter 2269, Subchapter F, Sec. 2269.253(d).

Information regarding this procurement and the CTE/New Gym and Fine Arts, ECC, and Stadium Projects (“Project(s)”) is described further below.

General Information:

SUBMISSION DUE: 10:00am CST on September 3rd 2025

**CONSTRUCTION MANAGER-AT-RISK FOR:
CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS ADDITION, AND STADIUM**

Submissions will be publicly opened and read immediately following the deadline for receiving the submission at the FBISD’s Board Room located in the FBISD Administration Building at 2505 Waldron Road, Corpus Christi, Texas 78418. Any questions pertaining to the procedure should be addressed to the Purchasing Department attention to Arti Bhakta (361) 694-9215.

Any submission received later than the specified time shall be disqualified.

The evaluation criteria specified herein will be used to determine which bidder is the most qualified. The District reserves the right to request post-submission modifications, including additional information. The District reserves the right to accept or reject any or all responses, to waive all technicalities, and to accept the response(s) that are determined to be the most qualified firm(s) the District.

By providing a Submission, each firm agrees to waive any claim it has or may have against the District, its Trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Submission; waiver of any requirements in the RFP, acceptance or rejection of any Submission and award of a Contract. The selection of the proposed submission(s) will be presented to the Board, and the Board may delegate authority to Administration to negotiate, finalize, and execute a Contract.

Submissions and the pricing therein must be held open for ninety (90) days following deadline for the receipt of submissions.

INSTRUCTIONS TO RESPONDENTS

I. General Information

1. Pursuant to the provisions of the Texas Government Code 2269, it is the intent of the District to select a CMAR **through a one-step process** for the CTE, New Gym and Fine Arts spaces, ECC Campus, and Stadium Projects that are part of the District’s 2025 Bond Program. ***The total project budget for these Projects is estimated to be approximately \$90,868,740.*** The District will evaluate and provide a selection to the Board for consideration and approval based on the criteria set out herein.
2. The estimated construction budget for the Project Scope is described in the preliminary project description of this document in **Attachment A**. The construction budget presented is approximate and is presented in 2025 dollars.

3. ANTICIPATED SELECTION SCHEDULE

Item	Date
Request for Proposals available	Tuesday 12 th August 2025
Last Day to submit questions/requests for clarification regarding the RFP	Monday 25 th August 2025 @1pm
Issuance of Addendum responding to questions/requests for clarification	Wednesday 27 th August 2025 @ 1pm
Submissions Due	Wednesday 3 rd September 2025 @ 10:00am
Anticipated Approval by the Board of Trustees	Thursday 25 th September 2025

4. **Design Professional.** The District is currently in the negotiation phase of selecting an architect for the project. The rankings of qualified firms were presented to the Board of Trustees on **July 31, 2025**, based on the evaluation of submitted qualifications. No final selection has been made at this time.
5. **Scope of Work:** As part of the required services, the selected CMAR will provide pre-construction phase assistance to the Architect, Owner, and Owner’s Consultants including assistance with the selection of building systems, cost estimating and scheduling. If it is determined to be in the best interest of the Owner, the CMAR will then construct the project(s) herein described. Please refer to form of agreement included at **Attachment B** regarding services for the project.
6. **No Pre-Proposal Conference/Addenda Only:** There will be no Pre-Proposal Conference for this RFP. All questions or requests for clarification must be submitted via email only to abhakta@flourbluffschoools.net. Verbal questions or inquiries will not be accepted or considered binding. Responses to all questions received will be posted as an addendum on the District’s website at <https://flourbluffschoools.net/finance-dept/> by August 27, 2025. Only information provided through a formal addendum issued by the District shall be considered official and binding.

7. **Questions/Request for Clarification:** All questions regarding this invitation must be submitted in writing to Arti Bhakta, Purchasing Agent, Email: abhakta@flourbluffschoools.net. Requests for information/interpretation must be received by 1:00 p.m. on August 25th 2025. Only questions answered by formal written addenda posted on the district website will be binding. <https://flourbluffschoools.net/finance-dept/>

Addenda will be posted on the District’s website. It is the responsibility of each Respondent to obtain all addenda that pertains to this RFP. Failure to receive such addenda does not relieve Respondent from any obligation under the Proposal submitted. All formal written addenda become a part of the RFP documents.

8. **Deadline, Location, and Form:** Submissions must be received no later than **10:00AM CST on September 3rd 2025** Late responses will not be considered. They must be submitted to the District’s administrative offices at: Flour Bluff ISD, Administration Building, 2505 Waldron Road, Corpus Christi, Texas 78418.

The Owner will not acknowledge or receive Proposals that are delivered by telephone, mail, hardcopy, or facsimile (fax). It is the sole responsibility of submitting firms to ensure timely receipt of the RFP response and to properly label the documents.

Submissions should be labeled as follows:

**RFP NO: 2025-004
CONSTRUCTION MANAGER-AT-RISK FOR FLOUR
ISD (ONE-STEP PROCESS) FOR CTE/NEW GYM AND FINE ART SPACES,
ECC CAMPUS, AND STADIUM PROJECTS
DO NOT OPEN UNTIL SEPTEMBER 3rd 2025 AT 10:00am CST**

Submissions submitted prior to the above deadline may be modified provided such modifications are sealed and received at the designated location, prior to the time and date set for submission of proposals. Proposals received after the deadline will NOT be accepted and will be returned unopened to the Respondent. Proposals will not be returned to Respondent. Information submitted by Respondents in response to this RFP shall become the property of the Owner.

9. **Point-of-Contact.** The point of contact for this RFP shall be:

Arti Bhakta
Flour Bluff ISD Purchasing Agent
Flour Bluff ISD (Administration Building)
2505 Waldron Road, Corpus Christi, Texas 78418.
Email: abhakta@flourbluffschoools.net
Phone: 361-694-9215

In order to ensure the integrity of the selection process, Respondent’s employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or

recommendation related to the Respondent's response, directly or indirectly, through any contact with school board members, other District officials or employees from the date this RFP is released until a contract is executed. This RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of District, is at any time while the RFP is in effect, an employee of any other party to the RFP in any capacity or a consultant to any other party of the RFP with respect to the subject matter of the RFP.

10. **Public Information.** The District fully complies with the Texas Public Information Act. During the course of the selection process any RFP response is exempt from disclosure to the public under the Texas Public Information Act. The submitted Proposals will, upon the award of the contract, become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you may provide in your Proposal may contain commercial or financial information which you consider privileged or confidential, or may be of a nature which you feel may cause substantial competitive harm to your business if disclosed by the District to a third-party even after the award. You may be entitled to protect this information at the time a request is made for disclosure; however, you will need to consult your legal counsel to assure that this kind of information, if included in your Proposal, is properly marked as confidential prior to submission. Wholesale marking of your entire proposal "Confidential" or "Proprietary" will not be effective. The District fully complies with the Texas Public Information Act. In the event information from your Proposal is requested, the District will use its best efforts to notify the Respondent of such request, but will have no duty to assert any claim to the Attorney General regarding that the proposal or any parts of the proposal are not subject to disclosure under the Act.
11. **Owner's Reservation of Rights.** The District may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
12. Respondents are expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE REQUIRED INFORMATION AND/OR FORMS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

II. Contents of Submission

Please refer to **Exhibits A – G**, attached hereto for the full submission and required forms.

Respondents are required to submit all required forms attached as Exhibits A-G and submit those with their Submission by the deadline.

III. Method of Selection.

The Submissions will be evaluated and ranked on the basis of the following criteria:

1. Firm's Experience and Reputation as a CMAR – (15 points)
 2. Firm's Experience with Pre-Construction Estimating Process and Accuracy – (10 points)
 2. Firm's Experience on Projects of Similar Size and Scope – (10 points)
 3. Firm's Proposed Personnel and Experience – (15 points)
 4. Firm's Financial capability is appropriate to the size and scope of the project (5 points)
 5. Firm's Safety Record and Claims/Litigation (5 points)
 6. Firm's Pricing Proposal (40 points)
- Total Points: (100 points/100 points)**

By submitting its Proposals in response to this Request, the Offeror accepts the evaluation process and methodology, and further, acknowledges and accepts that determination of the “best value” offeror will require subjective judgements by the District.

All properly submitted Proposals will be reviewed, evaluated, and ranked by the Evaluation Committee. The evaluation of the Proposals shall be based on the criteria and weight of the criteria provided above. A selection will be presented to the Board of Trustees at the next possible Board Meeting after completion of the evaluation for approval, and if approved, the Board is anticipated to delegate the execution of the Contract to the Superintendent or designee.

Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent.

IV. Form of Agreement

The District intends to use an AIA Document A133-2019, *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*, as modified by Owner with an AIA Document A201-2017, *General Conditions of the Contract for Construction*, as modified by Owner (both of which together with any exhibits thereto consist of the “Contract”). Copies of the form of agreement are included with the RFP in a separate file for review (*See Attachment 2*). Respondents are strongly encourage to review the contract in detail before providing their Submission.

Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the General Conditions provided. A copy of the Prevailing Wage Rates for this project are included in *Attachment 2*. The construction of this Project is subject to Chapter 2258 of the Texas Government Code. Among other things, this Chapter provides that it shall be mandatory for a Contractor and upon any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

**ATTACHMENT 1
PROJECT SCOPE AND DETAILS
FLOUR BLUFF ISD CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS ADDITION, AND
STADIUM PROJECTS NO.: RFP# 2025-004**

CTE/ Fine Arts Addition/ New Gym

Anticipated to be approximately 85,000 square feet of new building.

The CTE portion will house the following programs: Construction Science, Health Science, Tango Flight, Drone classes, Sports Information, Maritime, and 3D Printing/ Manufacturing and space for future programming.

The Fine Arts portion will be a music suite to house band and choir with the appropriate spaces and storage.

The gym will be an auxiliary gym for smaller events, a secondary practice space, and a place to hold tournaments and sub-varsity games. It will also include locker rooms for cheer and girls' soccer and a practice studio for the dance team.

The total project budget is estimated at **\$56,449,960.00**, and we anticipate it being built adjacent to and behind Domino's on Waldron Road.

We would aim to have this facility open by December of 2027.

Early Childhood Center Addition

Anticipated to be approximately 28,000 square feet and to be built to connect to the current ECC by building on the parking lot and vacant lot adjacent to the school.

The addition is to include 20 additional classrooms, a new library, some office modifications, and either a new gym and renovated cafeteria space or new cafeteria space. Traffic planning is an essential piece of this project, and as such, new queuing lanes that maximize queuing space are to be included as well.

The total project budget is estimated at **\$19,018,780.00**.

We would want this addition ready as soon as is feasible, as other bond projects depend upon it.

Stadium Renovation

The anticipated scope is to include:

Either adding bleachers to the visitor's side or replacing the bleachers on the visitor's side completely. Add an approximately 2000 square foot press box to that side so that the current visitors' sideline will become the home sideline.

Making structural repairs to the current home side

Upgrade lighting to LED

A new scoreboard

Repaving all surfaces to replace existing asphalt with concrete

Expanding the current concession and bathroom facilities to accommodate the expanded capacity.

The total project budget is estimated at **\$15,400,000.00**.

ATTACHMENT 2
FORM OF AGREEMENT AND PREVAILING WAGE RATE SCHEDULE
FLOUR BLUFF ISD CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS ADDITION, AND
STADIUM PROJECTS NO.: RFP# 2025-004

[Please refer to AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified by Owner with an AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by Owner in a separate document due to file size.]

By responding to this RFP, the Respondent agrees to the contract provisions contained in the attached form of agreement unless specific modifications are requested, which may or may not be accepted at the District's discretion. Any comments, objects or requested changes to the form of agreement shall be submitted in writing with the Respondent's Proposal, otherwise Respondent will be deemed to have accepted the form of the agreement included with this RFP. The final contract is subject to review and approval of the District's Board of Trustee and review by the District's legal counsel.



**FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT
PREVAILING WAGE RATE SCHEDULE**

Please note that fringes are only required to be paid on projects that involve federal funds. If you are unsure about whether the project will be using federal funds, please inquire and seek clarification.

General Decision Number: TX20250288 03/14/2025

Superseded General Decision Number: TX20240288

State: Texas

Construction Type: Building

Counties: Aransas, Nueces and San Patricio Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the	Executive Order 13658 generally applies to the contract.

contract is not renewed or extended on or after January 30, 2022:

The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

 ELEC0278-002 08/25/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 30.80	8.97

 ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above...	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

 IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

 * SUTX2014-068 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.04	0.00
CARPENTER.....	\$ 15.21 **	0.00

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 15.33 **	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 9.68 **	0.00
LABORER: Mason Tender - Brick.....	\$ 11.36 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 14.45 **	0.00
PIPEFITTER.....	\$ 25.80	8.55
PLUMBER.....	\$ 25.64	8.16
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00

TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ""SA"", or ""SC"" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in

producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state-adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024, in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION

EXHIBIT A
REQUIRED FORM - SUBMISSION FORM
FLOUR BLUFF CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS ADDITION,
AND STADIUM PROJECTS NO.: RFP# 2025-004

The Submission shall be concise and complete. Sealed Proposals shall be clearly tabbed for each part of the requirements listed below in (8 ½" x 11"), vertical format, single sided, minimum of three-quarter (¾") inch margins and no less than 11-point font. The District will require **an original and four (4) copies** of the Submission from all interested firms as well as a jump drive with an electronic copy of the Submission. The total pages may not exceed 25 pages; however, the Required Forms in Exhibits B-F **do not count** towards the maximum page requirement. The Submission should include the information set out below. *(Please note that the District also reserves the right to conduct interview(s). If interviews are held, the District anticipates those to take place the week of 8th-12th September.)*

GENERAL INFORMATION

- a. Legal name of the company: _____

- b. Authorized point of contact for the company:

Name: _____ Cell phone: _____

- c. Address of office that would be providing services: _____

- d. Telephone number: _____

- e. Email: _____

- f. Number of years in Business: _____

- g. Type of Operation: Individual _____ Partnership _____ Corporation _____

- h. Number of Employees: _____

- i. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

- j. Does any relationship exist between your company and any of District's officers, employees whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.

CRITERIA 1: Firm’s Experience and Reputation as a CMAR – (15 points)

1. Provide references for no less than three (3) public entities with which Respondent currently has contracts and / or has previously provided construction management services of equal type and scope within the past five (5) years. ***DO NOT USE REFERENCES FROM FLOUR BLUFF ISD OFFICIALS.***
2. Describe your firm’s past performance on other contracts for the District (if any) or other District’s (e.g. cost control, cost savings, schedule control) and your firm’s demonstrated technical competence and management qualifications with CMAR projects, particularly those that are similar to the proposed project type.
3. Provide details regarding any special services, management characteristics or other benefits / advantages offered for the District in selecting your company.
4. Describe your company’s quality assurance program, what are your company’s requirements, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases
5. Provide references for no less than three (3) public entities with which Respondent currently has contracts and / or has previously provided construction management services of equal type and scope within the past five (5) years. ***DO NOT USE REFERENCES FROM FLOUR BLUFF ISD OFFICIALS.***

CRITERIA 2: Firm’s Experience with Pre-Construction Estimating Process and Accuracy – (10 points)

6. Describe your firm’s methodology for developing and updating cost estimates during the pre-construction phase. Include how you account for escalation, market volatility, incomplete design information, and value engineering alternatives.
7. How does your firm collaborate with the architect and owner to ensure that the project design remains within budget throughout the pre-construction phase? Provide a description of the tools or strategies your firm uses to provide real-time cost feedback to the design team.

CRITERIA 3: Firm’s Experience on Projects of Similar Size and Scope – (10 points)

8. Provide a minimum of three and a maximum of five (5) projects with photos for which your firm has provided/is providing construction management or construction services which are most related to this project. In determining which projects are most related, consider: same or related use of facilities related size and complexity; whether the project consisted of an expansion of an existing facility or new construction; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related projects listed first.

9. For each of the listed projects in response to #2025-004, above, provide the following information: construction cost (original Budget, GMP and final construction cost), current phase of development, estimated (or past) completion date, type of construction services provided (CM at risk with GMP, CM-agency, design/build, General Contractor-low bid, General Contractor through sealed Submittals), owner's contact person and telephone number, and the name and telephone number of the project architect.

CRITERIA 4: Firm's Proposed Personnel Experience – (15 points)

10. Provide a project organization chart along with resumes of key personnel; Project Manager, Estimator, and Superintendent that shows experience with projects of similar size, complexity and scope. Include in your response the length of experience with the firm and within the industry. Highlight at least five (5) key projects that are similar to the project(s) in this RFP.

CRITERIA 5: Firm's Financial capability is appropriate to the size and scope of the project (5 points)

11. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
12. Provide a financial rating of your company and any documentation (e.g. a Dunn & Bradstreet analysis), which indicates the financial stability of the company.
13. State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the District.
14. The District requires all CMARs to carry general liability, auto liability and worker's compensation/employer's liability insurance coverage. All insurance coverages should remain in force during the term of contract. Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for general liability, auto liability and worker's compensation/employer's liability insurance coverage. Please confirm that you can carry insurance in the limits set out in Article 11 of the AIA A201 form of agreement included with this RFP.

CRITERIA 6: Firm's Safety Record and Claims/Litigation (5 points)

15. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and / or construction services. Describe how such suit or claims were resolved.
16. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR).

CRITERIA 7: Pricing Proposal (40 Points)

Please complete the form in **Exhibit B**. Respondent will be evaluated based on the responses provided there for this criteria.

EXHIBIT B
REQUIRED FORM – PRICE PROPOSAL FORM
FLOUR BLUFF ISD CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS
ADDITION, AND STADIUM PROJECTS NO.: RFP# 2025-004

Having examined the RFP prepared by the Owner, the following is a breakdown of the CMAR’s proposed fees. *(Note: Pricing evaluation will be evaluated as CRITERIA 7 in the RFP. It is worth 40 points.)*

In submitting this Form, the undersigned agrees to the following:

- Hold proposal open for acceptance for a minimum of ninety (90) days.
- Accept rights of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
- By signing, the undersigned affirms that, to the best of his knowledge, this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.

*Respondents are required to submit **one combined pricing proposal** covering all three projects together. The selected CMAR will be expected to do all three projects and bids for less than all three projects will not be considered, as the District intends to award these projects as a single package.*

A-1. CONSTRUCTION MANAGER’S FEE

For home office overhead, profit and all preconstruction services, list your proposed Construction Manager’s Fee as a percentage of the Cost of the Work as defined in Article 7 of the AIA Document A133-2019 as amended by the Owner for this Project.

For each billing period, the percentage proposed for the Construction Manager’s Fee will be multiplied by the actual Cost of the Work payable in the applicable Payment Application. For purposes of clarity, the Construction Manager’s Fee will **not** be calculated using the “Contract Sum”, the “Guaranteed Maximum Price”, the “Construction Budget” or other amount but will be based on the **Actual** Cost of the Work. No Construction Manager’s Fee shall be paid on the Construction Contingency until funds are allocated from the Contingency to the Cost of the Work

Respondent proposes the following percentage to be multiplied by the Cost of the Work to arrive at the Construction Manager’s Fee for home office overhead and profit.

**COMBINED FEE FOR ALL 3 PROJECTS:
 CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS ADDITION, AND STADIUM**

_____ Percent (___%)

A-2. GENERAL CONDITIONS

The amount permitted to be charged for Project for General Conditions will be computed each month based on the actual allowable and documented general conditions costs, as outlined in the Agreement

or the monthly “Not to Exceed” amount for General Conditions proposed herein. Provide your proposed Not to Exceed General Conditions Costs for the Project. The General Conditions costs include the costs **defined § 6.1.7 and all subparts** of the AIA Document A133-2019, as amended by the Owner, a copy of which is attached to. The Original RFQ document.

NOTE: In order to be able to accurately compare the General Conditions proposals, the General Conditions Not-to-exceed amount proposed will be PRESUMED to be based upon the General Conditions as defined in the attached Exhibit B (See Section 6.1.7 of the AIA Document A133) and within the AIA Contract Documents. THE RESPONDENT SHALL NOT CHANGE THE ITEMS INCLUDED IN THE DEFINED GENERAL CONDITIONS OR OWNER’S SPECIAL CONDITIONS, OR SUBSTITUTE ITS OWN DEFINITION OF ITEMS TO BE INCLUDED IN THE GENERAL CONDITIONS OR SPECIAL CONDITIONS. IF A RESPONDENT PROPOSES GENERAL CONDITIONS COSTS BASED UPON ANY OTHER DEFINITION, THE OWNER WILL DISQUALIFY THE RESPONDENT’S PROPOSAL AS NON-RESPONSIVE.

The Defined General Conditions will also be utilized in arriving at the Guaranteed Maximum Price and no items listed in the Defined General Conditions, will be permitted to be included as part of the Cost of the Work, nor will items reasonably inferred to be General Conditions costs of maintaining the Project Site be included under a “General Requirements” or similar division as Cost of the Work.

NOTE: Construction Manager-At-Risk shall provide, at a minimum, a dedicated on-site Project Manager, Superintendent, Safety Manager, and Quality Control Manager for this project.

Respondent proposes the following Not-to-Exceed MONTHLY amount for General Conditions costs for the Project. Please note that General Conditions will be paid based on actual costs, although there will be an NTE monthly amount as set out below.

CTE SPACES: _____ DOLLARS (\$ _____)

ECC CAMPUS: _____ DOLLARS (\$ _____)

STADIUM PROJECTS: _____ DOLLARS (\$ _____)

FOR ALL THREE: _____ DOLLARS (\$ _____)

Construction Manager-at-Risk proposes the following unit rates for the Project, which shall cover any and all personnel and equipment throughout the duration of the Project:

Personnel Rates (as applicable)	\$ / hour
Project Director	
Sr. Project Manager	
Project Manager	
Assistant Project Manager	
Project Engineer	
Superintendent	

above. However, if the construction phase does not commence for any reason, payment to the Construction Manager for preconstruction services shall be:

CTE SPACES: _____ DOLLARS (\$ _____)

ECC CAMPUS: _____ DOLLARS (\$ _____)

STADIUM PROJECTS: _____ DOLLARS (\$ _____)

COMBINED:
_____ DOLLARS (\$ _____)

Note: To avoid misunderstanding this Pre-Construction Services Fee Proposal will ONLY be relevant if, for any reason, the Project or Projects do not proceed to the Construction Phase, in all other cases the Construction Manager’s Fee proposed in Item 1 will be deemed to include the compensation for Preconstruction Phase Services.

A-4. SUBCONTRACTOR DEFAULT INSURANCE

- CMAR **WILL** require Subcontractor Default Insurance (SDI) be carried. Proposed SDI Cost will be _____ PERCENT (_____ %)
- CMAR will **NOT** require Subcontractor Default Insurance be carried.

B. CONTRACT EXCEPTIONS

The Owner intends to use an AIA Document A133-2019, *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*, as modified by Owner, with an AIA Document A201-2017, *General Conditions of the Contract for Construction*, as modified by Owner (both of which together with any exhibits thereto consist of the “Contract”). Copies of the form of agreement are included with the RFP in a separate file for review (See Attachment 2).

Provide any comments or requested changes to the AIA Document A133-2019, as amended by the Owner and the AIA Document A201-2017, as amended by the Owner, and include an explanation for the change, otherwise Respondent will be deemed to have accepted the form of these contract documents.

C. REPRESENTATIONS

By execution and submission of this Proposal, the Respondent hereby agrees, represents, and warrants to Owner as follows:

1. Respondent will hold Proposal open for acceptance for ninety (90) days.

2. Respondent accepts Owner's right to reject any or all Proposals, to waive formalities and to accept the Proposal which Owner considers most advantageous.
3. By signing this Proposal Form, the undersigned on behalf of the Respondent affirms that, to the best of his knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Respondents in the award of this Proposal.
4. All contingencies and savings shall be returned one hundred percent (100%) to the Owner.
5. Respondent has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
6. Respondent has carefully inspected the Project site, and that from the Respondent's own investigation, the Respondent has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Respondent has correlated the Respondent's site observations with the requirements of the Contract Documents. The Respondent understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.
7. All information submitted by the Respondent to the Owner in response to this Request for Proposals is true and correct. The District, or any authorized representative of the District, is authorized by the undersigned to contact any firm, institution, or person to obtain information about our firm's services, financial condition, and any other information which the District might determine as being desirable.
8. To the fullest extent permitted by applicable law, the Respondent waives any claim it has or may have against the Owner, the Architect, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any offers; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of a Contract.
9. The Project will be undertaken in accordance with the applicable provisions of Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

D. ADDENDA (if any):

Undersigned acknowledged receipt of Addenda by indicating date of Addenda in space provided.

No.1 _____

No.2 _____

No.3 _____

No. 4 _____

By signing below, the individual represents and warrants on behalf of the Respondent that he/she has authority to submit this proposal and that all the information contained herein is true to the best of his/her knowledge.

Authorized Signature

Printed Name of Authorized Representative

Title of Authorized Representative

Full Legal Name of Company

Company Address

Company Phone

Email Address of Authorized Representative

Phone # of Authorized Representative

Date

ALLOWABLE GENERAL CONDITIONS COSTS

On-Site Project Management Staff

Persons as identified in the approved Guaranteed Maximum Price proposal
Out-of-State Project Specific Travel* (*Specific justification and all estimated costs shall be submitted and approved by the Owner prior to any travel or event.)

Bonds and Insurance

Builder's Risk

Insurance
General Liability Insurance
Contractor Payment and Performance Bonds
Other Project Insurance as Required by
Contract
Excludes Subcontractor Default Insurance

Temporary Project

Utilities Temporary

Toilets
Temporary Fire Protection
Dumpsters
Project Electricity and Water
Fencing, Covered Walkways and Barricades
Monthly Telephone / Internet Service (Field Offices Only, No Cell Phones, iPads, or wireless internet)
Telephone / Internet System Installation (Field Offices Only, No Cell Phones, iPad, etc.)
Temporary Water Distribution and Meters (Field Offices Only)
Temporary Electrical Distribution and Meters (Field Offices Only)

Field Offices & Office Supplies

Partnering Costs	First Aid Supplies
Job Photos/Videos	Reprographic Services Project Specific
Signage	Monthly Office Supplies
Postage/Special Shipping	Remote Parking Expenses
Project Record Drawings	Project Reference Manuals
Project Milestone Event(s)*	Move-In/Out and Office Setup
Employee Identification System	Drinking Water and Accessories
Small Tools and Storage Trailers	Office Clean-Up/Janitorial
Services Monthly Office Trailer Rental Costs	Security System/Watchman
Safety Material and Equipment (Excludes Vehicles, Computers, Cell Phones)	

EXHIBIT C
REQUIRED FORM - FELONY CONVICTION NOTICE FROM
FLOUR BLUFF ISD CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS
ADDITION, AND STADIUM PROJECTS NO.: RFP# 2025-004

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or 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 contact”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

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

Respondent’s Name: _____
(Legal/Official Company Name)

Respondent’s Authorized Official’s Name: _____
(Please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:
Signature of Respondent’s Official Name: _____
Date: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.
Signature of Respondent’s Official Name: _____
Date: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Detail of Conviction(s): _____
Signature of Proposal’s Official Name: _____
Date: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Proposal Response Form.

Vendor is responsible for the performance of the persons, employees and/or sub-contractors assigned to provide services for the District pursuant to this RFP on any and all District campuses of facilities. Vendor will not assign individuals to provide services at District campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction.

EXHIBIT D
REQUIRED FORM - CERTIFICATE OF RESIDENCY
FLOUR BLUFF ISD CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS
ADDITION, AND STADIUM PROJECTS NO.: RFP# 2025-004

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. <http://www.capitol.state.tx.us/statutes.gv.toc.htm>. This law makes it necessary for the District to determine the residency of its bidders. In part, this law reads as follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘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

A governmental entity may not award a governmental contract to a nonresident bidder unless that nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that _____
(Respondent’s Legal/Official Company Name)

is, under Section: 2252.001 (3) and (4), a _____ Resident Bidder _____ Non-resident Bidder.

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of _____
in the state of _____.

If not Texas, does the state have preferential treat on bids? 9 Yes 9 No

If yes, what percentage: _____%

Name of Respondent’s Authorized Official: _____
(Type or Print)

Title of Respondent’s Authorized Official: _____
(Type or Print)

Signature of Respondent’s Authorized Official: _____

Date Signed: _____

EXHIBIT E
REQUIRED FORM - CONFLICT OF INTEREST QUESTIONNAIRE
FLOUR BLUFF ISD CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS
ADDITION, AND STADIUM PROJECTS NO.: RFP# 2025-004

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

**NOTE: THIS FORM MUST BE COMPLETED WITH COMPANY NAME,
SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST**

EXHIBIT F
REQUIRED FORM - DEBARMENT OR SUSPENSION CERTIFICATION FORM
FLOUR BLUFF ISD CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS
ADDITION, AND STADIUM PROJECTS NO.: RFP# 2025-004

DEBARMENT OF SUSPENSION CERTIFICATION FORM

FEDERAL/NON-FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order Certification by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension “requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Respondent’s Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone: _____

Name of Respondent’s Authorized Official: _____
(Type or Print)

Title of Respondent’s Authorized Official: _____
(Type of Print)

Signature of Respondent’s Authorized Official: _____

Date Signed: _____

EXHIBIT G
REQUIRED FORM - NON-COLLUSION STATEMENT
FLOUR BLUFF ISD CTE/NEW GYM/FINE ARTS SPACES, ECC CAMPUS
ADDITION, AND STADIUM PROJECTS NO.: RFP# 2025-004

NON-COLLUSION STATEMENT

“The undersigned affirms that he/she is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposal, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.”

Proposal’s Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

Name of Respondent’s Authorized Official: _____
(Type or Print)

Title of Proposal’s Authorized Official: _____
(Type or Print)

Signature of Respondent’s Authorized Official: _____

Date Signed: _____