Request for Proposals
Two-Step Process
Construction Manager at Risk
for
Highland Park Independent School District
2016 Bond Construction Program
Elementary Construction and Renovation
Dallas, Texas
February 4, 2016

RFP# 201512-CMAR
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HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT
2016 BOND CONSTRUCTION PROGRAM
HIGHLAND PARK, TEXAS
February 4, 2016

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1.1 Based on responses to its Request for Qualifications, the Highland Park Independent School District (HPISD or Owner) has selected your firm as not more than five (5) to submit additional information, including your proposed fee and price for fulfilling the general conditions in step two in accordance with the terms, conditions and requirements of this Request for Proposals (“RFP”).

1.1.1 Except as modified herein, all terms, conditions and requirements of the Request for Qualifications dated December 19, 2015 apply to this RFP.

1.1.2 In the second step of the process, Request for Proposals (“RFP”), the selected Proposers will be required to submit additional information to the Owner, including fee proposals and general conditions prices (“Price Proposals”). The Committee will rank the Price Proposals in the order that they provide the best value for the Owner based on the selection criteria and the ranking evaluations and submit the ranking to the Board of Trustees for final approval.

1.2 The selected CMaR will assist Highland Park ISD and its Architect by providing both preconstruction and construction services. The Architect for the project is:

Stantec
5717 Legacy Drive Suite 250
Plano, Texas 75024-4246
(214) 473-2400
Lead architect: Jonathan Aldis

RFP documents may be obtained by contacting the Architect at the address or phone number listed above and can be examined at the address listed above during normal business hours or may also be examined and downloaded from the Highland Park ISD website using the following link; http://www.hpisd.org/Departments/Purchasing/CurrentBidsandProposals.aspx beginning February 4, 2016.

1.4 Proposals must be received no later than 2:00 p.m., Thursday, February 11, 2016. Proposals received after the stated time and date will be returned unopened. Submit one original and ten (10) copies of the Proposal to the following address:

Highland Park ISD
Attn: Mary Witcher
Purchasing Coordinator
Administration Annex Building
Highland Park ISD
6915 Westchester
Dallas, Texas 75205
1.5 Proposals must be clearly marked on the outermost envelope or package Construction Manager at Risk Proposal, RFP# 201512-CMAR. Proposals will be publicly opened in the Board Room of the Administration Building shortly after receipt and the name of Proposer, prices and fees will be read aloud. Subsequently, all Proposals shall be ranked in accordance with the selection criteria as detailed in the RFP. Ranking will be completed no later than the 45th day after the date of the opening of Proposals as prescribed by State law. Responses to this Request for Proposals must be submitted as outlined in the RFP.

1.6 Project Descriptions

The Elementary Construction and Renovation includes four (4) new schools (“Project”) and renovations for an additional school. The work on the Project will be performed in the sequence described below. HPISD intends to award the Project to one Proposer; however, HPISD is not obligated to award all schools included in the Project to the Proposer and may terminate the Agreement for the Project any time, with or without cause.

A selected Proposer will be expected to provide assistance to HPISD and the Architect with the selection of building systems, cost estimating, scheduling, and phasing during the design and development of the construction documents, and to construct the Project as a CMaR. The Project will entail a series of separate steps taken over the course of several years. Effective and efficient management of the construction processes involved will be critical in ensuring that milestones are met on the Project. A description of each of the major components of the Project follows.

Elementary Construction and Renovation

Construction of a new 100,000 square foot elementary campus, including underground parking, on approximately 4.6 acres, to begin in the spring of 2016, with an anticipated completion date of July 2017. Once this construction is completed, we anticipate the subsequent demolition and construction of a new 100,000 square foot campus, including underground parking, on the original site of each of three existing elementary campuses. These schools are Bradfield Elementary, Hyer Elementary, and University Park Elementary. Each will have an anticipated available window of time from the first of June until approximately 15 months later. Due to our use of the newest campus as a swing school, adherence to this schedule is deemed to be critical. In addition, Armstrong Elementary will also receive a 7,900 square foot addition, as well as renovations to right-size existing classrooms, replace interior finishes, and perform other life cycle replacements as necessary while it remains operational. Total construction costs have initially been estimated to be $110,404,762. The initial phase of construction should provide for completion of construction documents for the first elementary school by March 1, 2016. Final GMP for that same elementary school to the Board of Trustees on April 30, 2016. Construction should begin no later than May 15, 2016. Substantial completion should be no later than July 1, 2017. Final completion should be no later than July 31, 2017. Similar schedules should be expected for each of the three remaining elementary schools, except for the need to postpone the demolition and construction for each subsequent elementary school to occur after the end of the school year.

1.7 Proposal Security

The Proposal must be accompanied by Proposal security in the amount of $1,500,000, pledging that the successful Proposer will, within 30 calendar days after successful Proposer is notified of the acceptance of its Proposal, enter into a written contract with the Owner on the terms stated in the Proposal documents, as evidenced by the unconditional execution and delivery of such
contract, and furnish payment and performance bonds, evidence of insurance, and other
submittals as required by the Proposal documents. Should the successful Proposer fail or 
refuse to enter into such contract or furnish such bonds or evidence of insurance with the time 
stated, such Proposal security shall be forfeited to the Owner as damages, not as a penalty. 
Such Proposal security shall be in the form of certified funds payable to the order of the Owner 
or a bid bond in favor of the Owner. The bond shall be on AIA Document A310 “1970 Edition,” 
and shall be issued by a corporate surety duly authorized and admitted to do business in the 
State of Texas and licensed by the State of Texas to issue surety bonds. If the amount of the 
bond exceeds the legal underwriting limitation of the surety, the Proposer and the surety shall 
provide the Owner with evidence that the excess is reinsured with one or more reinsurers who 
are duly authorized, accredited, and licensed to do business in the State of Texas. Any 
Proposal, which is not accompanied with Proposal security in the form and amount required 
herein, shall be rejected as nonconforming. The Owner shall have the right to retain the 
security of all Proposers to whom an award is being considered until either (i) the Contract has 
been unconditionally executed and delivered by the parties and any required payment and 
performance bonds, evidence of insurance and other submittals have been furnished, or (ii) all 
Proposals have been rejected by the Owner without the acceptance of any Proposal.
2. Instructions to Proposers
Highland Park Independent School District
2016 Bond Construction Program

2.1 Contract Documents

The documents shall include the Request for Qualifications, the Invitation to Proposers, these Instructions to Proposers, Schematic plans and drawings, the Offer and Proposal forms with all attachments, the Standard Form of Agreement Between Owner and Construction Manager as Constructor where basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price, AIA Form A133-2009, as modified by the Owner, the General Conditions of the Contract for Construction, AIA Document A201-2007, as modified by the Owner, and all addenda. Each Proposer shall study and coordinate the contract documents with one another and with any existing work, shall examine the site(s) and local conditions, and shall report to Architect and the Owner any errors, inconsistencies, or ambiguities discovered prior to the submittal deadline. Any discrepancy or conflict not brought to the attention of the Architect or Owner and clarified during this Proposal process will be deemed to have been priced in the more costly and/or difficult manner, and the better quality or greater quantity of the work shall be proved by the Proposer, in accordance with the Architect's interpretation.

Addenda will be mailed, faxed, or emailed to all who are known by the Architect to have received a complete set of Proposal documents, and will be sent to the address of each Proposer furnished for such purposes. In addition, copies of Addenda will be made available for inspection wherever Proposal documents are on file for that purpose.

2.2 Representations of the Proposer

By submitting a Proposal, the Proposer represents that the Proposer has prior experience on construction projects of the same or similar type, nature, and class as the Work; that the Proposer has read and understands the Proposal documents and the Contract Documents; that the Proposer has received all Addenda; that the Proposal is made in accordance with the Contract Documents; and that the Proposer has visited the site(s), become familiar with the local conditions under which the Work is to be performed, and has correlated the Proposer’s site observations with the requirements of the Contract Documents.

2.3 Contingency, Allowances, Savings

The Owner will establish an amount of Owner Contingency to be included in the Guaranteed Maximum Price for the Project. There will be no contingency in the exclusive control of the CMaR. Expenditures of contingency will require the approval of the Owner. One hundred percent (100%) of all unspent contingency and allowances will be returned to the Owner. One hundred percent of savings will be returned to the Owner.

2.4 Form of Offer

Offers shall be submitted on the prescribed form, and all information requested shall be supplied. Each response shall identify the legal name of the Proposer, their legal form of business, state of incorporation, if applicable, shall be signed by an individual that is authorized to bind the Proposer, and include reasonable evidence of that authority. Proposals should include the following:

1. Proposal Form, as included here, beginning page 11.
2.5 Modifications and Withdrawals

A proposal may not be modified, withdrawn or canceled by a Proposer for a period of sixty (60) days after the last date specified for receipt of Proposals. Prior to the last date specified for receipt of Proposals, a Proposal may be modified or withdrawn by notice to the Owner’s Director of Construction at the place designated for receipt of Proposals. Such notice shall be in writing and executed by the Proposer and delivered in a sealed opaque envelope marked to identify the contents. Oral, emailed or faxed notices are not acceptable.

2.6 Acceptance and/or Rejection of Proposals

The Owner may request from Proposer a written interpretation of any term or statement in the Proposal that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation. Conditional Proposals will not be accepted. The Owner shall have the right to reject all Proposals, to reject a Proposal not accompanied by the required security, to reject a Proposal that is in any way incomplete, irregular or nonconforming, or to reject a Proposal that may otherwise be legally rejected for any reason. To the extent allowed by law, the Owner may waive any informality in any Proposal.

In step two, if the Owner is unable to reach a contract agreement with the selected Proposer, the Owner shall terminate further discussions and proceed to the next Proposer in the order of the selection ranking until a contract agreement is reached or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Proposer is expressly conditioned upon (i) the Proposer’s execution and delivery of the contract, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful Proposer is notified of the acceptance of its Proposal, and (ii) the Proposer’s timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Proposer fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the security as damages for such failure, rescind the award and thereafter negotiate with and award the contract to the next ranked Proposer, or may reject all Proposals. There will be no contractual obligation on the part of the Owner to any Proposer, nor will any Proposer have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Proposer have either been so fulfilled by the Proposer or waived in writing by the Owner. Each Proposer by submission of a Proposal waives any claims it has or may have against the Architect, its consulting engineers and their employees, or any other consultants, and the Owner, its trustees, officers, and employees, or any reference source connected with or rising out of the Proposal administration, Proposal evaluation, Proposal recommendation, the award of the contract, or the rejection of any Proposals.

2.7 Insurance and Payment & Performance Bonds

The successful Proposer shall deliver to the Owner, within the time specified in the proposal documents, evidence of insurance and original payment and performance bonds, all in accordance with the requirements set forth in the Contract Documents.

2.8 Prevailing Wage Rates

Highland Park Independent School District utilizes the prevailing wage determinations for Dallas County, Texas as issued by the U.S. Department of Labor. The Davis-Bacon wage rate determination web site address is: [http://www.gpo.gov/davisbacon/TX.html](http://www.gpo.gov/davisbacon/TX.html)
2.9 **Performance of Contract**

The successful Proposer will prosecute the Construction Manager At-Risk Project in accordance with all applicable requirements of Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

2.10 **Selection Process**

The Board of Trustees of the Highland Park Independent School District, by resolution passed pursuant to Section 2269.053(a) and Subchapter F of Chapter 2269 of the TEXAS GOVERNMENT CODE, delegated its authority as it relates to the selection of a CMaR to Dr. Tom Trigg, Superintendent of Schools, and a committee of his choosing to advise him to approve final evaluation criteria and then evaluate the RFP’s received and bring his recommended selection to the Board of Trustees for final approval.

2.11 **Evaluation Criteria**

The Proposal selection criteria for ranking Proposers will be based on information submitted by the Proposers and other sources available to HPISD, and will be weighted as outlined for each subcategory as follows, with reference to the TEXAS GOVERNMENT CODE indicating which criteria of Sections 2269.253 and Section 2269.055 that the selection committee will consider.

1. Experience, reputation and quality of construction services based upon responses from listed references and possibly unlisted references. 40 Points
2. Experience completing projects similar to the Project, particularly in urban settings. 20 Points
3. Experience of personnel listed. 40 Points
4. **Fee and General Conditions Price** 40 Points

**TOTAL** 140 points

2.12 **General Conditions**

The list of List of General Condition Costs for purposes of this evaluation shall be as follows, and shall be computed for the presently anticipated time of project construction phase duration.

1) On-site supervisory and administrative personnel including the project manager, superintendents and their assistants
2) On-site clerical and support staff
3) Vehicle rent, Fuel, insurance, maintenance and repairs
4) Workmen’s Compensation for on-site staff
5) Employee Benefits for above
6) SS and Unemployment Taxes for above
7) Field Office expenses
8) Safety
9) Small Tools & Equipment
10) Drinking Water
11) Phone Service
12) First Aid Supplies
13) On-site e-mailing Capability (Computer and Data Service)  
14) Storage Buildings  
15) Sanitary Facilities  
16) Waste Containers  
17) Materials Handling  
18) Dimensional Control  
19) Site and Building Layout  
20) Temporary Water Hookup and Disconnect (Assume water will be paid for directly by Owner)  
21) Temporary Electrical Hookup and Disconnect (Assume arrangements will be made and paid for by Owner to have their Retail Electric Provider (REP) bring power to the site and that all temporary power for construction will be paid for directly by Owner)  
22) Project Sign  
23) Temporary Construction Fencing  
24) Temporary Lights  
25) Record and As-Built Drawings  
26) Closeout Documents  

Cleanup costs and site security costs are included in Cost of Work and not as a part of General Conditions.  

2.13 **Proposal Evaluations**  

The committee will evaluate all submittals received on a timely basis. Based on the criteria above, the committee will select the Proposers they deem best able to meet project requirements. The committee will select the highest-ranking candidates to arrive at those Proposers who will be asked to make all relevant personnel available to the committee for follow-up interviews. The committee will determine the number of Proposers and the time and manner of the interview process and communicate that to the selected Proposers. The evaluation committee may choose to adjust the numerical ranking outcome before assigning points under the weighting system.  

Qualification subcategories will be ranked by the evaluation committee in a fair and impartial manner, acting as a single body, based upon information provided in the RFQ, RFP and the interviews. The evaluation committee may score firms equally on certain subcategories if they choose.  

The Proposer that submits the best value for the Owner will be based upon the process prescribed under Section 2269.254(a-d) of the TEXAS GOVERNMENT CODE beginning with the highest ranked.  

The *anticipated* Selection Schedule is as follows:  
1. RFQ's Available December 19, 2015  
2. Pre-proposal Conference January 5, 2016  
3. Questions due to HPISD January 8, 2016  
4. RFQ Submission, Step 1, Due January 14, 2016  
5. RFP, Step 2 Pricing, Due February, 11, 2016
2.14 Negotiation of Agreements

In step two, when the Board of Trustees has acted on the committee’s recommendations for the selection of any Proposers, the Superintendent or his designee will negotiate with the highest ranking Proposer. That negotiation will include any additional terms, conditions, and pricing necessary to arrive at a mutually-acceptable agreement. In the event that an agreement cannot be obtained, the Superintendent or his designee will be authorized to begin similar negotiations with the Proposer who was ranked next until a contract is reached or all Proposals are rejected.
3. PRICE PROPOSAL FORM
Highland Park ISD
2016 Bond Construction Program

ELEMENTARY CONSTRUCTION AND RENOVATION

Proposers must complete, sign and return this Offer Form as part of their Proposal. Failure to sign and return this Form will subject the Proposal to rejection by HPISD.

Proposer: ____________________________________________________________

Submitted and Certified by:

(Name) (Title)
(Street Address) (Telephone Number)
(City, State, Zip Code) (Fax Number)
(Authorized Signature) (Date)

State of Texas Tax Account No. _____________________________________________

Organized as (mark one): Proprietorship ___ Partnership ___ Corporation ___

If a Corporation, state of incorporation: _____________________________________________

Identify each person who owns at least 25% of Proposer’s business entity by name:

(Name)

(Name)

(Name)

(Name)
Having examined the Request for Proposal, the following is a breakdown of all proposed fees and costs.

1. PRECONSTRUCTION SERVICES NOT-TO-EXCEED COST
   All costs for pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis are included in the FEE, item 2 below. However, if the construction phase does not commence for any reason, payment to the Construction Manager for preconstruction services shall be the necessary and reasonable cost of such services, not to exceed the lump sum of:

   Dollars $________________________________________________________
   (Amount in figures) If the amount is “zero”, enter “0”; do not enter “no bid”

2. FEE
   For overhead and profit, all preconstruction services and all construction phase services, except General Conditions Costs, list your proposed fee as a percentage of the cost of the work.

   %
   (Percent)

3. GENERAL CONDITIONS COST
   For all General Conditions, list your proposed cost as a percentage of cost of the work. Refer to RFP Section 2.12 for all required items to be included in the General Conditions cost.

   %
   (Percent)

Addenda - Undersigned acknowledges receipt of Addenda Nos. and date(s):

Proposal Security - Proposal security in the form of a certified check or Proposal bond in the amount of $1,500,000.00 of the Estimated Budget for the Project, is attached hereto, as a guaranty that the Proposer will unconditionally execute a satisfactory contract and furnish the payment and performance bonds, insurance and satisfy all other requirements for execution and delivery of the Contract Documents and commencement of the work constituting the Project (the "Work").
Contractor's Personnel - The Proposer agrees to employ the following individuals for the entire duration of the Work at the positions indicated, and agrees not to remove them from the work nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by Owner:

Project Manager: __________________________________________________
Project Superintendent: __________________________________________
Assistant Superintendent: _________________________________________

NOTE TO PROPOSERS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF THE PROPOSAL, AND THE PROPOSER MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

Representations - By execution and submission of this Proposal, the Proposer hereby represents and warrants to Owner as follows:

1. The Proposer has prior experience on construction projects of the same or similar type, nature and class.

2. The Proposer has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.

3. The Proposer has carefully inspected the Project site, and that from the Proposer's own investigation, the Proposer 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 Proposer has correlated the Proposer's site observations with the requirements of the Contract Documents. The Proposer 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 Proposal.

4. To the fullest extent permitted by applicable law, the Proposer 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 and any reference sources 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.

5. 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.

6. Proposer acknowledges and agrees that (1) this RFP is a solicitation for Proposal and is not a contract or an offer to contract; (2) the submission of Proposal by Proposer in response to this RFP will not create a contract between the Owner and Proposer; (3) the Owner has made no
representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFP; and (4) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Proposer’s preparation of a response to this RFP.

7. Proposer agrees to furnish to the Owner the services described in its Proposal, and to comply with all terms, conditions and requirements set forth in the RFP and documents contained herein.

8. Proposer affirms that Proposer has not given, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.

9. A corporate Proposer certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Proposer is exempt from the payment of such taxes, or that the corporate Proposer is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

10. Proposer certifies that neither the Proposer nor the firm, corporation, partnership or owner represented by the Proposer, nor anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.

11. Proposer represents and warrants that:

1. Proposer is a reputable company regularly engaged in providing construction manager services necessary to meet the terms, conditions and requirements of the RFP.

2. Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP.

3. Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

4. Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

5. Proposer, if selected by the Owner, will maintain insurance as required by the construction agreement.

6. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Proposer. If selected by the Owner as the successful Proposer, Proposer will notify the Owner immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

7. Under Section 231.006, Texas Family Code, Proposer certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
8. Under Section 2155.004, Texas Government Code, Proposer certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

9. Under Section 2254.004, Texas Government Code, Proposer certifies that each individual or business entity which is an engineer or architect proposed by Proposer as a member of its team was selected based on demonstrated competence and qualifications only.

12. Proposer certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements or other contractual arrangements which may result from the submission of Proposer’s Proposal.

13. Proposer certifies that if a Texas address is shown as the address of the Proposer, Proposer qualifies as a Texas Resident Proposer as defined in Rule 1 TAC 111.2.

14. Proposer certifies that no relationship, whether as relative, business associate, by capital funding agreement or any other similar relationship exists between Proposer and a trustee or administrator of the Owner, and Proposer has not been an employee of the Owner within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Proposer.

15. Proposer affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).

16. Proposer represents and warrants that Proposer will comply with the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

17. Proposer certifies that Proposer will comply with all applicable federal laws and regulations pertaining to Equal Employment Opportunities.