



1801 South 2nd Street, Ste. 330 McAllen, TX 78503

Addendum No. 4

DATE: Monday, March 11, 2019

PROJECT: Edinburg Consolidated Independent School District
Freddy Gonzalez Elementary Gymnasium Improvements

PROJECT NO: 1611801

LOCATION: McAllen, Texas

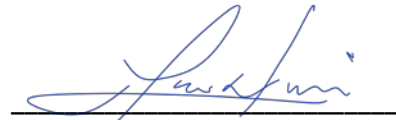
FROM: Laura N. Warren, The Warren Group Architects, Inc.

The following revisions and clarifications shall be considered part of the record contract documents dated February 15, 2019 for the above referenced project and included in the contract amount. All general notes and specifications shall apply to this addendum. Where provisions of the following supplementary data differ from those of the original Contract Documents, this Addendum shall govern and take precedence.

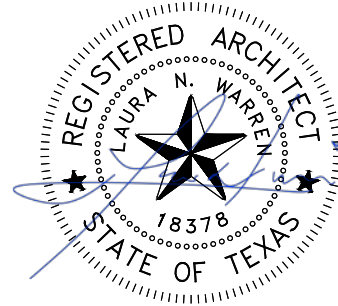
As requested by Owner, the following scope adjustments have been made. Please adjust bids with the following noted changes:

- Item No. 1:** *Refer to Project Manual Section Edinburg CISD Facilities Department Competitive Sealed Proposals Bid Proposal Form Bid No. 19-84 Edinburg, Texas dated 02/15/2019. Page 8. Clarification: As per Owners request G.C. to complete contract work with in 160 Calendar Days. Refer attached 8.5"x11" Project Manual Section Bid Proposal Form Bid No. 19-84 Edinburg, Texas.*
- Item No. 2:** *Refer to Construction Documents sheet A4.31 and A4.32 dated 02/15/2019. Handrails to be primed and painted in lieu of galvanized. Refer attached revised 30x42 sheets A4.31 and A4.32 ADD4 dated 03/11/2019.*
- Item No. 3:** **Clarification: G.C. to include a structural allowance in the amount of \$10,000. Refer Construction Documents Sheet S101 dated 02/15/2019.**

ISSUED BY:



Laura N. Warren, AIA/Principal
The Warren Group Architects, Inc.



Attachments: None

PDF Format – 8.5"x11" *Bid Proposal Form Bid No. 19-84 Edinburg, Texas*

PDF Format – 30"x42" A4.31-ADD3 dated 03/11/2019

PDF Format – 30"x42" A4.32-ADD3 dated 03/11/2019

Distribution:

Robert Estrada, District Architect

Jacqueline W. Kingan, ECISD Senior Buyer

Bidding Vendors

File



Sealed Bid Proposals

This Bid includes the following forms:

- Invitation for Competitive Sealed Proposals
- Bid Instructions
- Bid Proposal Form
- Intent to Bid
- Form A
- Standard Terms and Conditions
- Felony Conviction Form
- Conflict of Interest Questionnaire
- Certificate of Interested Parties – Form 1295
- Deviation Form
- Wage Rate
- ECISD Authorization for Direct Deposit
- Tax-Exempt Organization Certification
- W-9 Request for Taxpayer Identification Number and Certification

Mr. Amaro Tijerina

Purchasing Coordinator

_____ Date

DATE WEBBED: February 21 & 28, 2019

CSP NO: 19-84

CSP TITLE: Competitive Sealed Proposal

CLOSING TIME/DATE:

Closing Time: **3:00 p.m.**

Closing Date: **March 19, 2019**

BUYER:

Jacqueline Kingan, Senior Buyer

Phone: 956-289-2311, Ext. 2137

Fax: 956-383-7687

Email: j.kingan@ecisd.us

*** DELIVER RFQ'S TO:**

Edinburg CISD

Office of the Purchasing Coordinator

411 North 8th Ave, 2nd Floor

Edinburg, TX 78541

(Do not deliver bids to other ECISD locations) *

*** Do not deliver RFQ's to other ECISD locations. Purchasing will not be responsible for late submittals if vendor delivers bid documentation to other ECISD locations.**

Vendor Certification

The undersigned, by his/her signature, represents the he/she is authorized to bind the bidder to fully comply with the terms and conditions on this Sealed RFQ, including all forms and attachments included herein, for the amount(s) shown on the accompanying bid form(s), if accepted within sixty (60) calendar days after bid opening.

Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.

Firm Name: Holchemont, Ltd.

Address: 900 N. Main Street

City: McAllen

State: Texas Zip: 78501

(Signature of Person Authorized to Sign Bid)

Printed Name: Michael C. Montalvo

(Please print or type name above)

Telephone 1-800-_____

Or: 956-686-2901

Fax: 956-686-2925

Web Address: www.holchemont.com

Email: che@holchemont.com

Date: March 21, 2019

Title: Manager of Holchemont Management LLC it's
General Partner

I can deliver in _____ days. Early Payment
Discount _____ % if Paid in _____ Days, Net 30

INTENT TO BID

Fax, **this page only**, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to **956-383-7687** immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation.

It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing Department's web site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at www.ecisd.us.

NAME: _____

TITLE: _____

ORGANIZATION: _____

STREET ADDRESS: _____

STREET ADDRESS 2: _____

CITY: _____

STATE: _____

ZIP CODE: _____

WORK PHONE: _____

FAX: _____

E-MAIL: _____

WEB SITE: _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8TH/DRAWER 990
EDINBURG, TEXAS 78540
PHONE: (956) 289-2311
FAX (956) 383-7687



Sealed Bid Proposals

TABLE OF CONTENTS

Section	Page
1. Invitation for Competitive Sealed Proposals	2
2. Bid Instructions	3
3. Bid Proposal Form	6
4. Intent to Bid	12
5. Form A	16
6. Standard Terms and Conditions	20
7. Felony Conviction Form	27
8. Conflict of Interest Questionnaire	29
9. Certificate of Interested Parties – Form 1295	30
10. Deviation Form	32
11. Wage Rate	33
12. ECISD Authorization for Direct Deposit	35
13. Tax-Exempt Organization Certification	36
14. W-9 Request for Taxpayer Identification Number and Certification	37

SECTION 00025 -
INVITATION FOR COMPETITIVE SEALED PROPOSALS

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION:

A.

1.2 INSTRUCTIONS TO OFFERORS:

A. Refer to Section 00100 – Bid Instructions.

1.3 PRE-BID CONFERENCE:

A. The purpose of the Pre-Bid Conference is to answer any questions that any offers may have and an on-site visit.

B. Date and Time: **March 5, 2019/ 3:00 p.m.**

C. Location: Edinburg CISD - Maintenance and Facilities Conference Room
1305 East Schunior
Edinburg, Texas 78541

1.4 OPENING OF BIDS:

A. Place:

1. Competitive sealed proposals will be received at the office of :
Edinburg CISD -Purchasing Department
811 North 8th Street
Edinburg, Texas 78501

Attention: Mr. Amaro Tijerina , Purchasing Coordinator

B. Date: **March 19, 2019**_____

C. Hour: **3:00 p.m. C.S.T.**_____

1.5 REJECTION:

A. The Owner reserves the right to reject any or all Bids, and to waive any irregularities or formalities.

END OF SECTION

SECTION 00100 —
BID INSTRUCTIONS

PART 1 - GENERAL

1.1 SECURITY BOND:

- A. Security bond in the amount of five (5%) of the Bid must accompany each Bid. Security bond shall be issued by an insurance company authorized to provide bonds on work in the State of Texas and shall be payable to the Owner.

1.2 DOCUMENTS:

- A. Online Procurement and Contracting Documents: Contact Natanael Perez at nperez@twgarch.com for a download link. Files are available for download after 10:00 a.m. on Thursday, February 21, 2019. Any other questions to be in written/e-mailed format to the attention of Laura Nassri Warren at lwarren@twgarch.com and a copy to Andrina De Anda at andrina@twgarch.com. Online access will be provided to prime bidders only. A hard copy of the Construction Documents and any Addendums can be purchased at RGV Reprographics, Inc., 956-686-1525, located at 519 S Broadway St, McAllen, TX 78501. Please note the Notices of Addendums are to be issued digitally.
- B. Complete sets of Construction Documents shall be used in preparing bids; neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Construction Documents.
- C. The Owner or Architect in making copies of the Construction Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.
- D. Complete sets of Drawings and Project Manuals are on file at the following locations and subcontractors may examine them there or Online Procurement:

-ECISD Facilities and Maintenance Department, 1305 E. Schunior, Edinburg, TX.

-A.G.C. PLAN ROOMS, (McAllen, Harlingen, Brownsville)

-DODGE REPORTS (Online)

PART 2 - EXAMINATION:

- A. Offerors shall carefully examine the Construction Documents and the construction site to familiarize themselves with existing local conditions under which the Work is to be performed.

PART 3 –

- A. Extra payments will not be authorized for work that could have been foreseen by careful examination of the site. Submission of a bid shall constitute acceptance, by the offeror, of existing site conditions as a part of the requirements for this work.
- B. Offerors shall carefully examine the Construction Documents to verify that they agree with the Table of Contents in the Project Manual, the Index of Drawings Sheet on the Drawings, and the Cover Page of all Addenda. Offerors shall be responsible for obtaining any pages or sheets which have been inadvertently left out during the printing process.

1. All entities providing bids on any portion of the work contained in the Construction Documents shall ascertain the completeness of the set of documents.
2. The Construction Documents are printed by an independent vendor and, although the Architect endeavors to check the documents for completeness, the Architect has, in the past, discovered missing or misplaced sheets in the Drawings and the Specifications.
3. Each entity receiving a set of Construction Documents shall check the indexes against the sheets or pages contained in the sets.
4. Should pages or sheets be found to be misplaced or missing, immediately notify the Architect who will give direction as to placement or provide the sheets or pages that are missing.
5. Failure to notify the Architect means the offeror is providing a bid based on a complete set of Construction Documents.

3.2 INTERPRETATION OF CONSTRUCTION DOCUMENTS:

A. Offerors shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Construction Documents or of the site and local conditions. Do not dimension the drawings. Any dimensions, questions, should be directed to the Architect.

B. Submit all questions regarding clarification or interpretation of Construction Documents to the Office of the District Architect: Edinburg CISD Maintenance and Facilities Department, 1305 E. Schunior, Edinburg, Texas 78541, (Attn: Robert Estrada, AIA (956) 316-7265. Written/e-mailed format also to the attention of Natanael Perez at nperez@twgarch.com, Laura Nassri Warren at lwarren@twgarch.com and Andrina De Anda at andrina@twgarch.com .

C. Submit all questions in writing. Replies to questions will be issued to all Offerors in the form of an Addenda. General contractor and subcontractors shall submit questions in writing forty eight (48) hours prior to opening of bids.

D. Make requests for interpretations as early as possible so as to allow adequate time to prepare and issue Addenda.

E. All Offerors shall check with the Architect within six (6) hours prior to Opening of bids to secure all Addenda. The Architect will not be responsible for oral clarification.

1.05 BASIS OF BIDS:

A. Bids shall be on a lump sum basis for each and or combined bid packages and shall include all costs for these projects as described and indicated by the Construction Documents. Basis for bids shall be on brands, materials, processes, products, persons or organizations, etc.,

B. Bids shall include all unit price costs and all Alternate costs as indicated by the Construction Documents and Bid Form.

1.06 BIDS:

A. Bids shall be made on unaltered Bid Forms furnished by the Architect. No oral, telephone or personal Bids will be considered. All blank spaces shall be properly filled in by typewriter or manually in ink.

B. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.

C. Any alteration or erasure to information entered in the blank spaces must be initialed by the signer of the bid.

- D. Original typed sheets shall be submitted, signed in longhand below the typed name of the person authorized to bind the offeror to a Contract.
- E. Where offeror is a corporation, Bid must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of a person authorized to bind the corporation to a Contract.
- F. Failure to submit a bid on the form requested, or the inclusion of conditions, limitations or provisions distorting the intent of the Construction Documents, will render the Bid irregular and subject to rejection.

1.07 SUBMITTALS:

- A. Submit Bid, Security Bond and other required data in an opaque, sealed envelope. Submit bid at the time and place shown in the Notice for competitive Sealed Bids.
- B. Envelope shall be addressed to the Owner and identified with the Project Name and the name and address of the offeror.
- C. If the Bid sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. No envelopes shall be opened until the date and time bids are to be received.

1.08 MODIFICATION OR WITHDRAWAL OF BID:

- A. A Bid may not be withdrawn or canceled by the offeror during the stipulated time period following the time and date designated for the receipt of Bids, unless the award of Contract has been delayed more than sixty (60) days.
- B. Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.
- C. Modification of Bids shall be in writing over the signature of the offeror or be by telegram; if by telegram, written confirmation over the signature of offeror must have been mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.
- D. Withdrawn Bid may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Bid Instructions.
- E. Security bond shall be in an amount sufficient for the Bid as modified or resubmitted.

1.09 CONSIDERATION OF BID:

- A. Properly identified Bids received on time will be considered.
- B. The Owner shall have the right to reject any or all Bid and in particular to reject a Bid not accompanied by any required security bond or data required by the Contract Documents or a Bid in any way incomplete or irregular.
- C. The Owner shall have the right to waive any formality or irregularity in any bid received.
- D. If the Owner accepts any Alternates, he shall have the right to accept them in any order or combination.
- E. It is the intent of the Owner to award a contract to the offeror submitting the bid providing the "best value" to the Owner provided the Bid has been submitted in accordance with the requirements of the Contract Documents, selection criteria and adopted by the Owner.

1.10 LOCATION AND ACCESS TO PREMISES:

- A. The project site location: Refer to vicinity map on drawings.
- B. The offeror shall have free access to the premises for the purpose of acquainting himself with the conditions, delivering equipment, and performing the work necessary to fulfill the contract. Offeror shall cooperate with the other contractors who may concurrently be working on the premises, integrating his work with that of others, all to the best interest of the total work and its orderly completion.

1.11 STATE SALES TAX:

- A. This project is exempt from state taxes. A sales tax exemption certificate may be obtained from the State Comptroller.

PART 4 - PRODUCTS (Not Applicable)

PART 5 - EXECUTION (Not Applicable)

BID PROPOSAL FORM
BID NO. 19-84
EDINBURG, TEXAS

MR. AMARO TIJERINA
COORDINATOR OF PURCHASING
EDINBURG CISD
411 N. 8TH STREET
EDINBURG, TEXAS 78541

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the ten (10) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder, it is understood that the Owner reserves the right to reject any or all bids.

ORIGINAL BID PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE BID AND CONTRACT DOCUMENTS BOOKLET

BIDDERS BOND in the amount of \$ 5%, (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.

The above Cashier's Check or Bidder's Bond is to become the property of the OWNER, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

IMPORTANT NOTE:

For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Total
1.					

GRAND TOTAL PROPOSAL IMPROVEMENTS: (Items 1-___): \$ _____

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within **160 Calendar Days.**

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM NO. 1	02-26-2019	
ADDENDUM NO. 2	03-01-2019	
ADDENDUM NO. 3	03-08-2019	
ADDENDUM NO. 4	03-11-2019	

ADDENDUM NO. 5 03-12-2019

Date: March 19, 2019

BY: _____

(Signature)

Michael C. Montalvo

(Type or Print Name)

Manager of Holchemont Management LLC

(Title) it's General Partner

Holchemont, Ltd.

(Company)

900 N. Main Street

(Address)

McAllen, Texas 78501

(City, State, Zip)

956.686.292

(Phone Number)

956.686.2925

(Fax Number)

(Seal – If Bidder is a Corporation)

PART 2 - SECTION 00105 REQUEST FOR COMPETITIVE SEALED PROPOSALS

PROJECT: **CSP NO: 19-84**

OWNER: **Edinburg Consolidated School District**
411 North 8th Street
Edinburg, Texas

ARCHITECT: Edinburg CISD District Architect, Robert Estrada AIA
1305 East Schunior
Edinburg, Texas 78541

RFCSP DEADLINE: **March 19, 2019 @ 3:00 p.m.**

INVITATION: Your firm is invited to submit Competitive Sealed Proposals to the Owner, at the Owner's address indicated above, for the work described above, on or before the RFCSP deadline indicated above.

PRE-BID CONFERENCE: A Pre-Bid Conference has been scheduled for March 5, 2019 at 3:00 PM located at Edinburg CISD - Maintenance and Facilities Conference Room, 1305 East Schunior, Edinburg, Texas 78541. All contractors proposing to submit competitive sealed bids on this project are strongly encouraged to attend.

INSPECTION OF SITE: The site is also accessible for inspection after the pre-bid meeting and at other times upon notification to the Owner and/or Architect. Proposers are encouraged to visit the site and assess existing conditions; however, strict staff supervision and observation requirements must be followed due to the presence of children occupying the facility.

BID DOCUMENTS: Copies of the Proposal Documents, including Drawings and Project Manual, may be reviewed and/or obtained from the following:

Online Procurement and Contracting Documents: Contact Natanael Perez at nperez@twgarch.com for a download link. Files are available for download after 10:00 a.m. on Thursday, February 21, 2018. Any other questions to be in written/e-mailed format to the attention of Laura Nassri Warren at lwarren@twgarch.com and a copy to Andrina De Anda at andrina@twgarch.com. Online access will be provided to prime bidders only. A hard copy of the Construction Documents and any Addendums can be purchased at RGV Reprographics, Inc., 956-686-1525, located at 519 S Broadway St, McAllen, TX 78501. Please note the Notices of Addendums are to be issued digitally.

BID SECURITY: Proposers will be required to provide Bid Security in the form of a Bid Bond in the amount of 5 percent of the largest possible total bid, including consideration of alternates, with each bid. A Bid Bond shall be issued by a Surety acceptable to the Owner and meeting the requirements of General Conditions of the Contract for Construction. Bid Bonds shall be prepared on forms meeting all the requirements of applicable States of Texas statutes. Bid Bonds shall be issued on forms acceptable to the Owner and shall include, as a minimum standard, the information, requirements and standard illustrated by AIA Document A310, latest revised edition available. Failure to provide the Bid Bond with the bid will constitute a non-responsive bid and the bid will not be considered.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: The successful offeror will be required to provide 100% Performance and Labor and Materials Payment Bonds in strict conformance with all the requirements of the Contract Documents. Failure to do so will result in cancellation of the contract award and forfeiture of the Bid Bond security as liquidated damages.

BID WITHDRAWAL: Bids will be required to be submitted under a condition of irrevocability for a period of 60 days after submission. No bid may be withdrawn for a period of 60 days.

OWNER'S RIGHT OF REJECTION: The Owner reserves the right to accept or reject any or all offers (competitive sealed bids).

SECTION 00310 — PROPOSAL FORM FOR COMPETITIVE SEALED PROPOSAL

ATTN: Mr. Amaro Tijerina , Purchasing Coordinator
411 N. 8th Avenue
Edinburg, Texas 78541

The Undersigned proposes to furnish all labor, services, materials, tools, and necessary equipment for the Edinburg Consolidated Independent School District Freddy Gonzalez Elementary Gymnasium Improvements and to perform the work required for the construction of said project at the location set out by the Drawings, Project Manual and Specifications, in strict accordance with the Contract Documents for the complete work.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for sixty {60} days from submission date and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering on this work, for the following sum or prices to wit:

BASE BID:

\$ _____

(Base bid number)

\$ _____

(Base bid number)

\$ _____

(Base bid number)

\$ _____

(Base bid number)

TOTAL:\$ _____

1. ALTERNATE #1: \$ _____ Dollars
(\$ _____).

ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

ADD____ DEDUCT____ calendar days to adjust the Contract Time for this alternate

2. ALTERNATE #2: \$ _____ Dollars
(\$ _____).

ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

ADD____ DEDUCT____ calendar days to adjust the Contract Time for this alternate

3. ALTERNATE #3: \$ _____ Dollars

(\$ _____).

ADD ____ DEDUCT ____ NO CHANGE ____ NOT APPLICABLE ____.

ADD ____ DEDUCT ____ calendar days to adjust the Contract Time for this alternate

4. ALTERNATE #4: \$ _____ Dollars

(\$ _____).

ADD ____ DEDUCT ____ NO CHANGE ____ NOT APPLICABLE ____.

ADD ____ DEDUCT ____ calendar days to adjust the Contract Time for this alternate

The Undersigned hereby declares that he has visited the site and has carefully examined the Drawings, Specifications, Contract Documents and Proposal Documents related to the Work covered by his proposal.

Upon receipt of "NOTICE TO PROCEED", the Undersigned will immediately execute the formal contract (Agreement).

The Undersigned agrees to commence work within ten (10) days of receiving the Notice to Proceed and to substantially complete the work on or before _____.

The Contract required will be that Standard Form of the American Institute of Architects and shall provide for payment on accounts of *ninety-five (95%)* percent of the value monthly.

The Proposal, the Agreement, the Drawings, the General Conditions, Supplementary General Conditions, the Specifications and any Addenda shall all become a part of the Contract.

I hereby acknowledge receipt of the following Addendum:

BONDING COMPANY (IES):

(Name and address)

Holchemont, Ltd.
Name of Company (bidder)

900 N. Main Street
Address

McAllen, Texas
City State

956.686.2901
Telephone

Michael C. Montalvo
Printed Name

Manager of Holchemont Management LLC
Title it's General Partner

Signature

Sworn to and subscribed before me this 19th day of March, 2019

SEAL

Notary Public in and for the State of Texas

SEAL (If Proposal is By a Corporation) _____

END OF SECTION

SECTION 00148 - INTENT TO BID

Fax, **this page only**, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to **956-383-7687** immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation and Contact Natanael Perez at nperez@twgarch.com for a download link.

It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing Department's web site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at www.ecisd.us.

NAME: _____

TITLE: _____

ORGANIZATION: _____

STREET ADDRESS: _____

STREET ADDRESS 2: _____

CITY: _____

STATE: _____

ZIP CODE: _____

WORK PHONE: _____

FAX: _____

E-MAIL: _____

WEB SITE: _____

SECTION 00510 — AGREEMENT (STIPULATED SUM)

PART 1 – GENERAL

1.1 AGREEMENT FORM:

- A. The “Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum”, AIA Document A101, 2007 Electronic Format Edition, will be the form used as a Contract for this Project.
- B. General Condition AIA – A201 will be used in this project.
- C. A copy of the Standard AIA Document may be examined at the office of the Architect. Copies may be purchased from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C., 20006.
- D. Modification may be made to the above Agreement & General Conditions A201 form or an Owner provided agreement and general conditions may be utilized. Either of which will be provided to contractor for review upon award of project, for final execution of the contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 00615 — PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

PART 1 – GENERAL

1.1 RELATED DOCUMENTS: PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

A. The Contractor shall, prior to the execution of the Contract, furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of 100% of the Contract Price covering 100% performance and 100% payment, and with such sureties secured through the contractor's usual sources as may be agreeable to the parties.

B. The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the work is commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be finished.

C. The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certificate and current copy of his Power of Attorney.

D. Any Payment Bond and Performance Bond furnished pursuant to the provisions of Art. 5160, Vernon's Texas Civil Statutes, connected with this project, shall be furnished by a corporate surety or corporate or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code, that has a stated capital and surplus (as reported by it to the Texas Insurance Commission in its most recent report) that is in excess of ten times the stated amount of the Payment Bond or the Performance Bond. Provided however, that if any Payment Bond or any Performance Bond is in an amount in excess of ten percent (10%) of the surety company's capital and surplus (as reported to the Texas Insurance Commission in its most recent report), as a condition to accepting the bond, the Owner must receive written certification and information, satisfactory in form and substance to the Owner, that the surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus, with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. For the purpose of this requirement, any amount reinsured by any reinsurer may not exceed ten percent (10%) of the reinsurer's capital and surplus (as reported to the Texas Insurance Commission by the reinsurer in its most recent report). In the event there is one or more reinsurer, the surety company must provide all necessary information and certification related to the current financial condition of the surety company and any and all reinsurers required by the Owner, together with copies of all reinsurance contracts with the surety company, before any such Payment Bond and Performance Bond is eligible to be considered acceptable by the Owner.

E. ALL CONTRACTORS SHALL SUBMIT THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CORPORATED SURETIES PROVIDING THE PAYMENT BOND AND PERFORMANCE BOND AND THE LOCAL AGENT.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 00320 – RANKING/SELECTION CRITERIA

Ranking /Selection Criteria

The selection of offeror will be based on the following: Ranking/Selection Criteria The district retains the right to apply the selection criteria as allowed in **Educational Code 44.031 section (B)**.

The following support information must be submitted in sealed envelope with proposal and labeled (tabs) as followed:

1. **Monetary Value: 30 Points Max**

1.1 Base Bid (*Bid Proposal Form*)

2. **Qualifications / Experience: 30 Points Max**

- 2.1 Number of years in business
- 2.2 List at least five(5) similar Projects, client and construction cost
- 2.3 Provide contractor's qualification statement form AIA 305

3. **Past Performance : 15 Points Max**

- 3.1 List ten (10) projects for which company have provided services in the past five years. Provide name, telephone number of contact person.
- 3.2 Describe history of change order and proposed method for detailing cost of change orders.
- 3.3 Were the projects completed on schedule and were warranty items completed timely.

4. **Contractor Management / Personnel : 15 Points Max**

- 4.1 Provide resume of proposed project manager, project superintendent and other key personnel.
- 4.2 Provide proposed project team structure.
- 4.3 Requests for Proposal completeness.

5. **Sub-Contractors List – 10 Points Max**

- 5.1 List proposed Subcontractors for this Project.

6. **Insurance Policies**

- 6.1 Provide a copy of the following insurance policies:
Professional Liability Insurance, General Liability, Workers Compensation and Automobile Insurance Policies

7. **Required Forms**

- FORM A - Fully completed and signed
- STANDARD TERMS & CONDITIONS – Fully completed and signed
- FELONY CONVICTION FORM - Fully completed and signed
- CONTRACTOR/VENDOR CRIMINAL CERTIFICATION FORM - Fully completed and signed
- CONFLICT OF INTEREST QUESTIONNAIRE - Fully completed and signed
- CERTIFICATION OF INTERESTED PARTIES (FORM 1295) – Fully completed and signed
- DEVIATION FORM - Fully completed and signed
- WAGE RATE - Fully completed and signed
- ECISD AUTHORIZATION FOR DIRECT DEPOSIT - Fully completed and signed
- TAX EXEMPT ORGANIZATION CERTIFICATION - Fully completed and signed
- W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION – Fully completed and signed.

END OF SECTION

FORM A

Edinburg Consolidated Independent School District

1. **GENERAL INFORMATION:**

DATE: March 19, 2019

FIRM NAME: Holchemont, Ltd.

ADDRESS: 900 N. Main Street

CITY: McAllen, Texas 78501

2. **CONTACT PERSON:**

(Limit to two person per firm/application)

NAME: Michael C. Montalvo

TITLE: Manager of Holchemont Management LLC, it's General Partner

TELEPHONE: 956.686.2901

FAX: 956.686.2925

INTERNET ADDRESS: che@holchemont.com -

NAME: Jordan Anderson

TITLE: Controller

TELEPHONE: 956-686-2901

FAX: 956-686-2925

INTERNET ADDRESS a.anderson@holchemont.com

3. **TYPE OF ORGANIZATION:**

- a. ☐ Sole proprietorship (individual)
- b. ☒ Partnership
- c. ☐ Professional Corporation
- d. ☐ Corporation
- e. ☐ Joint venture
- f. ☐ Other _____

4. **FIRM BACKGROUND AND STAFF**

Year present firm established 2007

Name of parent company, if any N/A

Address 900 N. Main Street McAllen, Texas 78501

Year parent firm established N/A

Former company name(s), if any, and year(s) established

Name <u>N/A</u>	Year _____
_____	Year _____
_____	Year _____

Number of employees in firm 9

Total employees in firm (all office locations) 9

5. **EXPERIENCE PROFILE**

PROFILE OF FIRM'S PROJECT EXPERIENCE FOR LAST FIVE YEARS

List the total number of projects for the last five years

Project Type	New Construction	Renovation/Addition
A. High Schools	<u>1</u>	<u>9</u>
B. Middle Schools	<u> </u>	<u>2</u>
C. Elementary Schools	<u> </u>	<u>1</u>
D. Athletic Facilities/ Stadium Parking Lots	<u> </u>	<u>5</u>

6. **CURRENT CLIENTS AND PROJECTS:**

Please list three of your current clients whose projects reflect the scope of your present

workload. A. Project PSJA Agricultural Facility

Client PSJA Independent School District

Contact person/title Gerardo Lopez / Operations Manager

Phone number 956-354-2000

Services provided New Construction of Agricultural Facility

B. Project Sharyland Water Supply Corp New Building

Client Sharyland Water Supply Corporation

Contact person/title Sherilyn Dahlberg/Owner's Representative

Phone number 956-585-6081

Services provided New Construction of New Building

C. Project Valley Regional Medical Center Renovations

Client Valley Regional Medical Center

Contact person/title Sergio Loya/Owner's Representative

Phone number sergio.loya@hcahealthcare.com

Services provided Renovations to 2nd Floor, 3rd Floor, 3rd Floor Waiting Room

APPLICATION SIGNATURE

The information provided on this application I believe to be true and representative of the firm for which it is submitted

	March 19, 2019
_____ Signature of firm's contact person	_____ Date

STANDARD TERMS & CONDITIONS

(REVISED FEBRUARY 2017)

PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.

The following terms and conditions are requirements that are binding upon the vendor awarded the bid and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
 - a. Seller's name and address;
 - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
 - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
 - d. Seller shall bear cost of packaging unless otherwise provided.
 - e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
 - f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in bid:
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

**Edinburg Consolidated Independent School District
Attn.: Accounts Payable Department
Drawer 990
Edinburg, Texas 78540-0990**

8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the

alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this

agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
 - Deduct such charges from existing invoice totals due at the time, or
 - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
 - Financial Information
 - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's bid list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
 - Bonding status
 - Contractual history (references)
 - Ability to fulfill and abide by the terms and specifications
 - Quality and stability of product and sources
32. **District Bid Forms:** Bid proposal not submitted on District's bid forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.

 X I am not a delinquent taxpayer to the Edinburg CISD.

 I am a delinquent taxpayer to McAllen ISD (your bid may be disqualified if your debt is not cleared prior to award.)

35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.

36. **Deviation(s)** – Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the bid response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the bid in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all bid prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.
40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the
41. District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.
42. **Evaluation Factors:** The bid award shall be based on the following evaluation factors:
- a. the purchase price;
 - b. the reputation of the vendor and of the vendor's goods or services;
 - c. the quality of the vendor's goods or services;
 - d. the extent to which the goods or services meet the district's needs;
 - e. the vendor's past relationship with the district;
 - f. the total long-term cost to the district to acquire the vendor's goods or services
43. **Non-Collusive Bidding Certification:** By submission of this bid or proposal, the bidder certifies that:
- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
 - b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
 - c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 - d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
44. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
45. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.
46. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The TEC website includes Question/Answers and Video instructions.

47. **Declaration of Business Location** – Texas Education Code 44.031 (b)(8). By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:

☒ A. Has its principal place of business in the State of Texas; OR
☐ B. Employs at least 500 persons in the State of Texas
☐ C. Principal Place of business is not in the State of Texas:
_____(City, State)

48. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A.)

Holchemont, Ltd.

49. **Texas Historically Underutilized Business (HUB)** - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm: Contractor certified the Bidder's company is HUB certified with the State of Texas.

☒ I am an Active certified HUB vendor. HUB expiration date: 1263913182500
☐ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
☐ I am neither.

50. **Criminal History Record Information Review of Certain Contract Employees:** By signing below, the Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Contractor, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

☒ None of my employees and any of the subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if a the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedures; or (c) an equivalent offense under federal law or the laws of another state. IF AVAILABLE, ATTACH A COPY OF YOUR FAST PASS RECEIPT.
2. If you received information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

51. **Contract Provisions for contracts under Federal Awards:** By submission of this bid, Contractor agrees to comply with the following provisions.
- 51.1 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation 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.
- 51.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- 51.3 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."
- 51.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 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 Finance 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 must 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. The 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 supplemented by Department of Labor regulations (20 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 contractor or sub-recipient must be prohibited from including, 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 entity must repair all suspected or reported violation to the Federal awarding agency.
- 51.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded 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 to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working 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 transmission of intelligence.
- 51.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient 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 sub recipient 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.
- 51.7 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 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).
- 51.8 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 government wide exclusions 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." SAM Exclusions 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.
- 51.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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

51.10 A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 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 value of the quantity acquired during 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.

52. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Manager of Holchemont Management LLC
it's General Partner

Official Title

March 19, 2019

Date _____

FELONY CONVICTION NOTIFICATION

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 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 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."

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.

Holchemont, Ltd.
Vendor's Name

Michael C. Montalvo
Authorized Company Official's Name (Printed)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Names of Felon(s)

Details of Conviction(s)

Signature of Company Official

Criminal History Record Information Review of Certain Contract/Vendor Employees

I, the undersigned authorized agent for the company named below, certify that I have complied with the procedures outlined above and/or do not have employees whose duties are performed at school campuses where children are present.

_____ I certify that the Company/Firm will not have employees that will visit ECISD grounds.

Bid/RFP/Quote No. Awarded:_____

City: McAllen State: Texas Zip: 78501

E-Mail: che@holchemont.com

	March 19, 2019
Signature	Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by the H.B. 1491 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

N/A

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

N/A

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

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

N/A

Not Applicable

Name of Officer

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

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

N/A ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income,

N/A ☐ Yes ☐ No

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

N/A ☐ Yes ☐ No

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

N/A

4

Signature of person doing business with the governmental entity

March 19, 2019

Date

CERTIFICATION OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a “business entity,” all vendors must electronically complete, print, sign, notarize and submit Form 1295 with their proposals or contracts even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed/notarized form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/(Bid,CSP,RFQ,RFP name,
4. Print a copy of the submitted Form 1295 and have it notarized - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed and notarized Form 1295 with the proposal response.

Definitions:

- **Interested Party:** a person who:
 - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
 - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
 - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
 - 1) receives compensation from the business entity for the person's participation;
 - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

A person or business entity entering into a contract and/or agreement with ECISD is required by the new Government Code Statute 2252.908, to complete Form 1295 "Certificate of Interested Parties". This form must be submitted online at http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, notarized and then submitted along with this solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Vendor Name			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Edinburg CISD			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. Use District's Bid # and Bid Title located on cover page of solicitation			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Owner's name	Primary location of Business	x	
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
<div style="text-align: right; margin-bottom: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="text-align: center; margin-bottom: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="text-align: center; margin-bottom: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> _____ Signature of officer administering oath </div> <div style="width: 30%;"> _____ Printed name of officer administering oath </div> <div style="width: 30%;"> _____ Title of officer administering oath </div> </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

Example

(This form must be signed)

1. DEVIATION(S) – Any deviations to the attached specifications shall be listed below, or on a separate sheet of paper, and attached to the bid response form identifying the section number, item number and a clearly defined explanation for the deviations.
2. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations.
3. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
4. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

NO - Deviations: X YES - Deviations:

List any deviations your company is submitting below: (List on separate page, if necessary)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Michael C. Montalvo
Print Name of Authorized Company Official

Signature of Authorized Company Official

SECTION 00149 – WAGE RATE

PART 1 – GENERAL

1.1 PREVAILING WAGE RATE DETERMINATION INFORMATION

- A. The following information is from Chapter 2258 Texas Government Code:
1. **2258.021 Right to be Paid Prevailing Wage Rates**
 - a. A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - 1). Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed;
and
 - 2). Not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
 - b. Subsection (a) does not apply to maintenance work.
 - c. A worker is employed on a public work for the purposes of this section if the worker is employed by a subdivision of the state.
 2. **2.2258.023 Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty**
 - a. The Contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
 - b. A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
 - c. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
 - d. The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
 - e. A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.
 3. **2258.051 Duty of Public Body to Hear Complaints and Withhold Payment**
 - a. A public body awarding a contract, and an agent or officer of the public body, shall:
 - 1). Take organization to complaints of all violations of this chapter committed in the execution of the contract of the contract; and
 - 2). Withhold money forfeited or the contract to be withheld under this chapter from the payments to the contractor under the contract; except that the public body may not withhold money from other than the final payment without determination by the public body that there is good cause to believe that the contractor has violated this chapter.

1.2 PREVAILING WAGE RATES

- A. Comply with the requirements of the Vernon's civil statutes of the State of Texas, Annotated, revised 1995, Article 5159.
- B. In no case shall any laborer, workman or mechanic employed by the General Contractor or any Subcontractor, for the execution of the project, be paid less than the current federal minimum wage.
- C. Work Classification Definition: See Texas Government Code

Edinburg CISD

Texas Building Construction Trades
Prevailing Wage Rates Determination
4/26/2016

Code	Worker Classification	Prevailing Wage Rate
A-001	Carpenter	12.71
A-002	Flooring Installer	12.63
A-003	Concrete Finisher	11.10
A-004	Datacom/Telecom	13.17
A-005	Drywall/Ceiling Installer/Insulator	10.45
A-006	Electrician (Journeyman)	15.67
A-007	Electrician (Apprentice)	10.65
A-008	HVAC Mechanic	16.42
A-009	HVAC Mechanic (Helper)	11.80
A-010	Glazier	10.60
A-011	Heavy Equipment Operator	12.75
A-012	Piping/Ductwork Insulator	11.61
A-013	Iron Worker	10.63
A-014	Laborer	8.98
A-015	Lather/Plasterer	11.00
A-016	Light Equipment Operator	10.95
A-017	Mason/Bricklayer	12.25
A-018	Pipefitter (Incl. Fire Protection)	15.21
A-019	Plumber (Journeyman/Master)	15.61
A-020	Plumber (Apprentice/Helper)	11.86
A-021	Roofer	10.25
A-022	Sheetmetal Worker	11.77
A-023	Tile Setter	15.38
A-024	Waterproofer	10.38
A-025	Painter (Brush, Roller, and Sprayer)	13.17
A-026	Millwork	10.50

**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

411 North 8th Avenue * Edinburg Texas 78541 * (956).289.2300

VENDOR AUTHORIZATION FOR DIRECT DEPOSIT

Vendor Name: Holchemont, Ltd. Contact Person: Michael Montalvo
Address: 900 N. Main Street City: McAllen State: Texas Zip: 78501
E-mail Address: che@holchemont.com Phone Number: 956.686.2901

Taxpayer Identification Section

District Employee SSN: _____ Vendor Federal EIN: _____

Financial Institution Information

Bank information must be correct and complete. Please list **only one** bank account. **Please Attach a Voided Blank Check reflecting routing and account number.**

Bank Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Routing Number: _____ Account Number: _____
Account Type (select only one): ☐ Checking **or** ☐ Savings

For the purpose of direct deposit of finance checks only, I hereby authorize Edinburg Consolidated Independent School District and the depository institution (bank) named above to initiate direct deposit (credit) entries to the depository account listed above.

This authorization is to remain in effect until the district has received written notification from me or authorized individual of its termination in such a manner as to afford Edinburg CISD and the bank a reasonable opportunity to act on the termination notice.

I agree to indemnify Edinburg CISD from any claims incident to the direct deposit of my finance check, including, without limitation, any claim based on alleged loss as a result of non-posting, of any credit, and any claim which may be made by any person as a result to the rejection of my finance check or because of insufficient funds arising from the failure of my financial institution to post the credit to my account.

I certify that I have read, understand and hereby authorize my payment(s) to be electronically deposited with the institution named in the designated account.

Signature: _____ Date: March 19, 2019

For ECISD Business Office Use

Date Received: _____ Vendor Number: _____ Entered By: _____
Effective Date: _____ Bank Code: _____ Approved By: _____

Cancellation Date: _____ Cancelled By: _____

SECTION 00150 — TAX EXEMPT ORGANIZATION CERTIFICATE

PART 1 - GENERAL

1.1 DEFINITION

- A. This Contract is to be performed for an exempt organization as defined by Title 2; Subtitle E; Chapter 150 of the Texas Limited Sales, Excise and Use Tax Act and Section 151.311 of the State Statutes. The Owner will furnish the Contractor proof or Certificate of Exemption upon award of contract.
- B. Proposer shall not include sales tax in their Proposal.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue ServiceRequest for Taxpayer
Identification Number and CertificationGive Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Holchemont, Ltd.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 900 N. Main Street City, state, and ZIP code McAllen, Texas 78501 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

Employer identification number									
2	6	-	3	9	1	3	1	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 3-19-2019
------------------	----------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Form W-9 (Rev. 1-2011)

Page **3**

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Form W-9 (Rev. 1-2011)

Page **4**

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

VENDOR NUMBER MASTER FORM

EDINBURG CISD USE ONLY

(Check One) ☐ New ☐ Change

ORDERING SUPPLIES /SERVICES FROM:

Name: _____
Doing Business As: _____
Address: _____

City/State/Zip: _____
Phone Number: _____

Federal Identification Number: _____ (Nine Digits)

OR: Social Security Number _____ (Nine Digits)

Campus/Dept. Name: _____

Requested By: _____
Signature _____

Accounts Payable Approval: _____ Date: _____

Signature: _____ Business Office Use Only

VENDOR NUMBER: _____

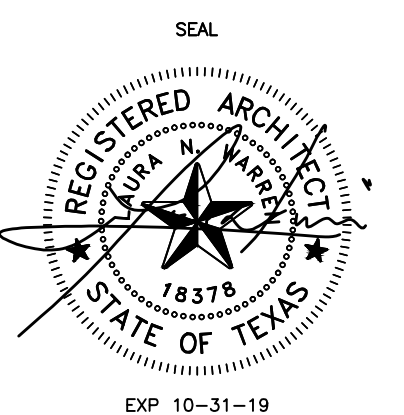
Processed By: _____ Date: _____

**A COMPLETED FORM W-9 (REQUEST FOR TAXPAYER IDENTIFICATION
NUMBER & CERTIFICATION) IS REQUIRED FOR PROCESSING AND MUST
BE ATTACHED TO THE VENDOR REQUEST MASTER FORM.**

THIS FORM MUST BE FILLED OUT BY AN EDINBURG CISD EMPLOYEE.

THESE DRAWINGS AND INFORMATION CONTAINED HEREIN ARE PROPERTY AND THE SOLE PROPERTY OF THE WARREN GROUP ARCHITECTS, INC. THEY MAY NOT BE REUSED, REPRODUCED OR ALTERED IN ANY WAY WITHOUT PRIOR WRITTEN APPROVAL FROM AND APPROPRIATE COMPENSATION TO THE WARREN GROUP ARCHITECTS INC.

REVISION	DATE	APPROVED BY	DESCRIPTION
ADD.1	02/26/2019	TWG	A1.01 FENCE TO BE CHAIN LINK; A1.11 DETAIL 5 HAS BEEN ADDED
ADD.3	02/26/2019	TWG	A1.11 & A6.11 BASKETBALL AND VOLLEYBALL COURT STRIP TO BE LVT
ADD.4	03/11/2019	TWG	A4.31 & A4.32 KEY MODIFICATIONS HAVE BEEN MADE



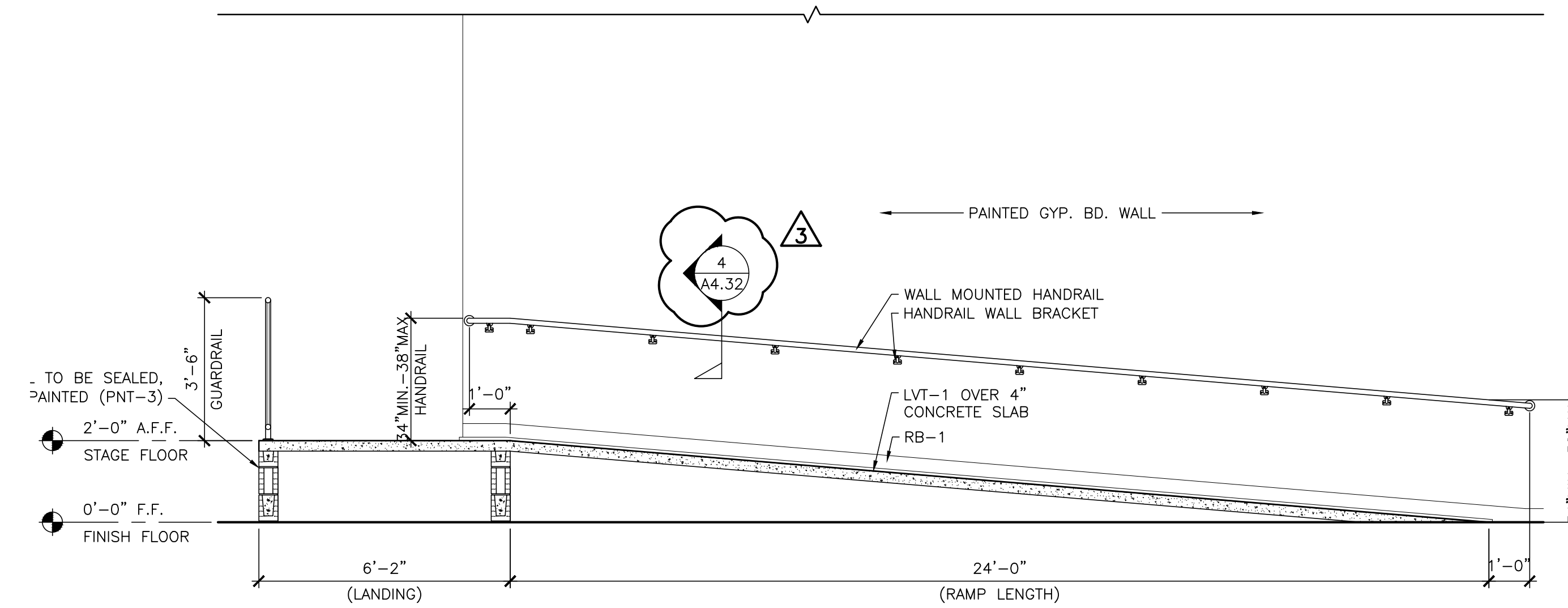
PROPOSED

ECISD
FREDDY GONZALEZ
ELEMENTARY
GYMNASIUM
IMPROVEMENTS

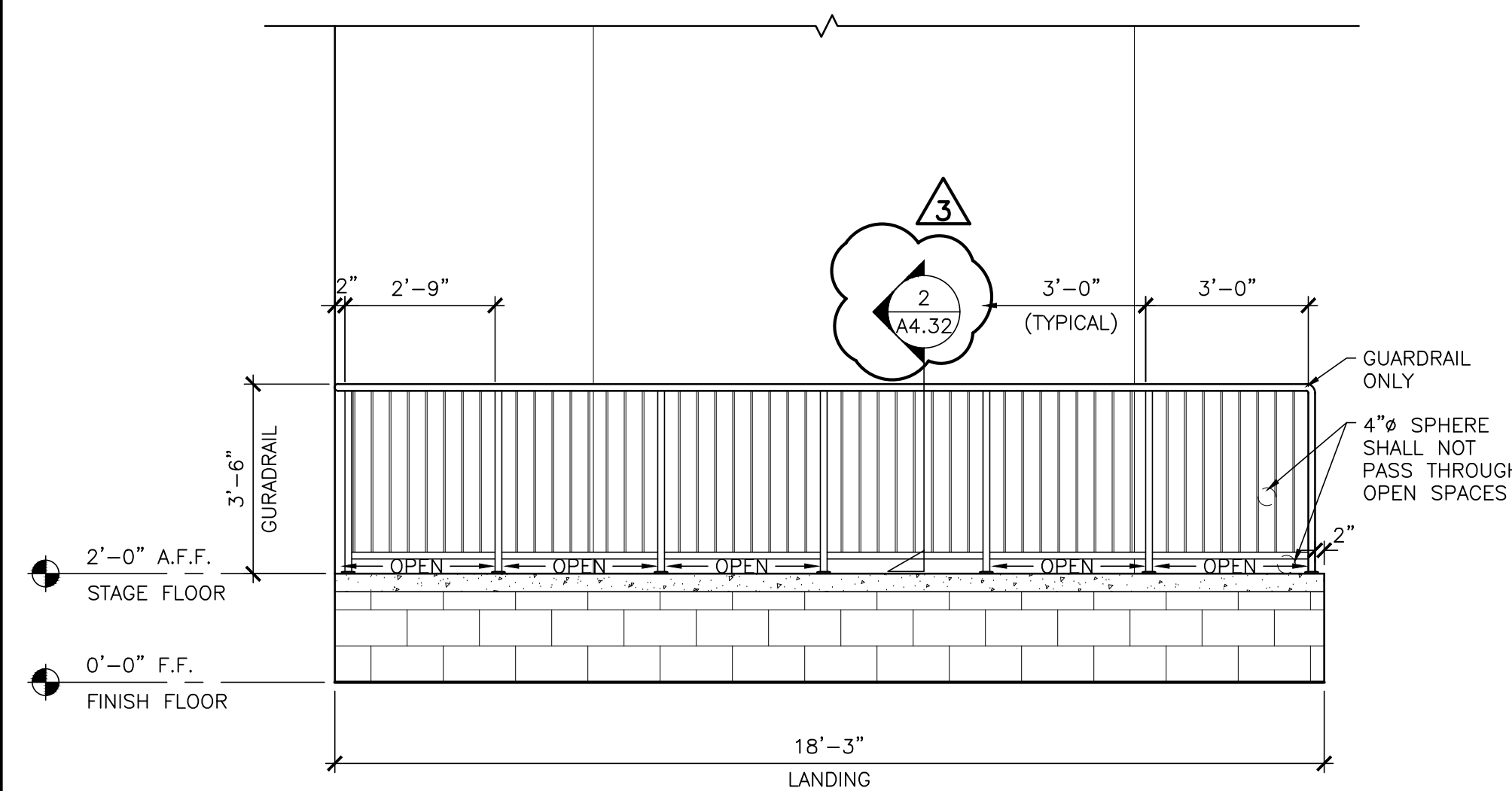
2401 SUGAR RD.
EDINBURG, TEXAS 78539

PROJECT 1611801
DATE 02/15/2019
REVISED 03/11/2019

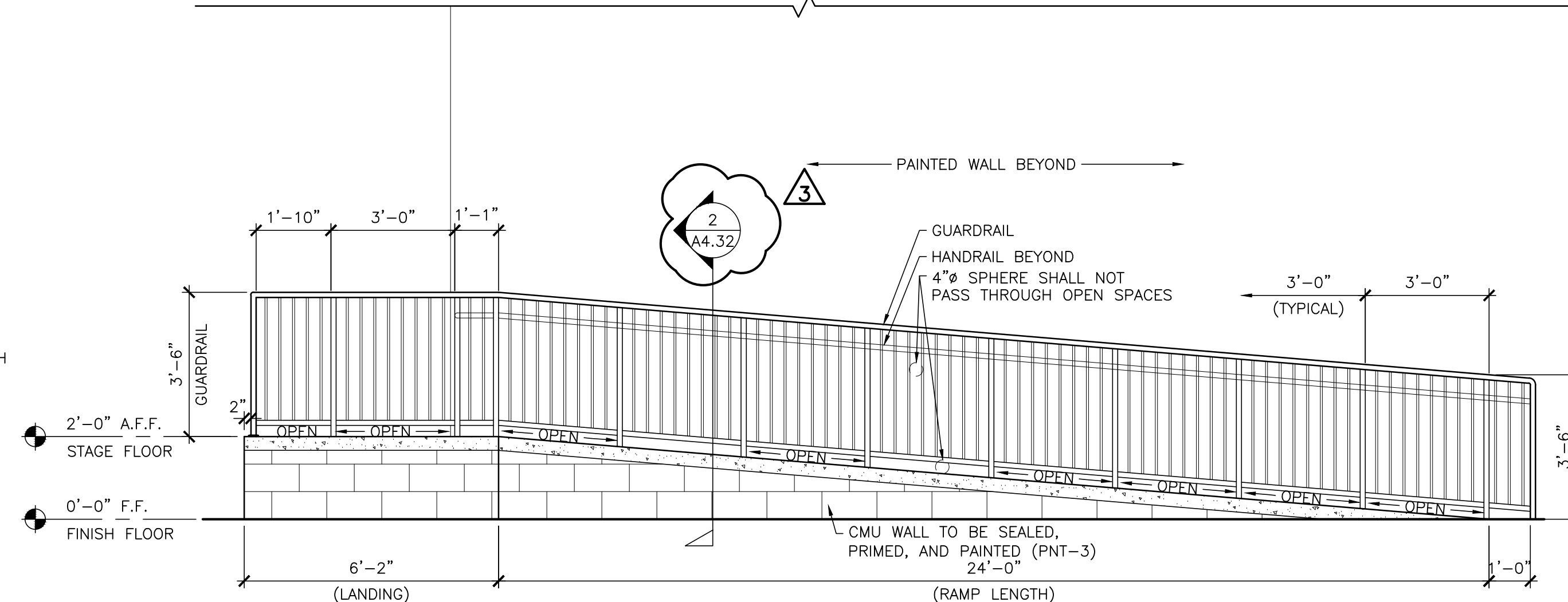
A4.31 ADD4
STEPS AND
RAMP DETAILS



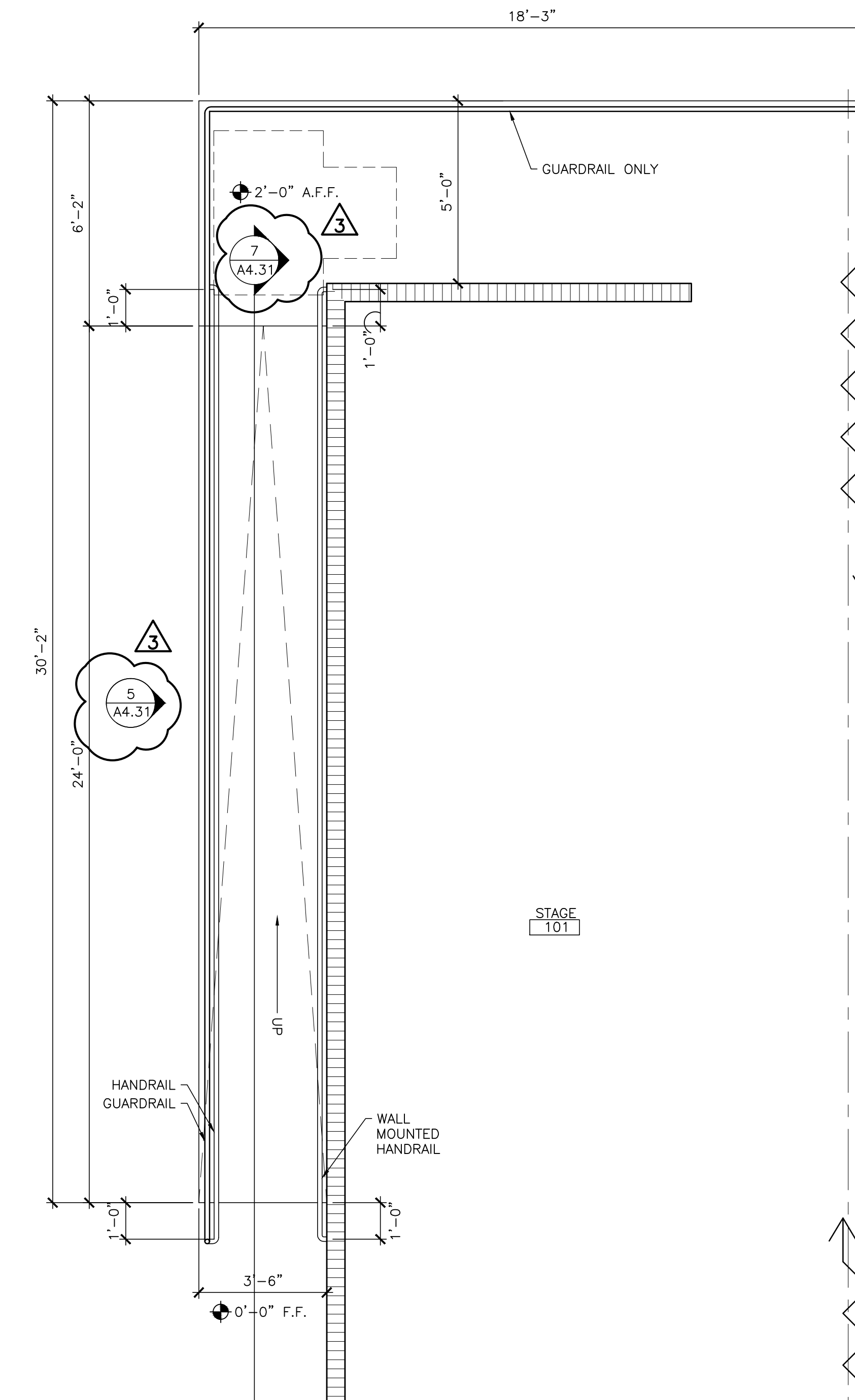
7 STAGE RAMP SECTION
SCALE: 3/8"=1'-0"



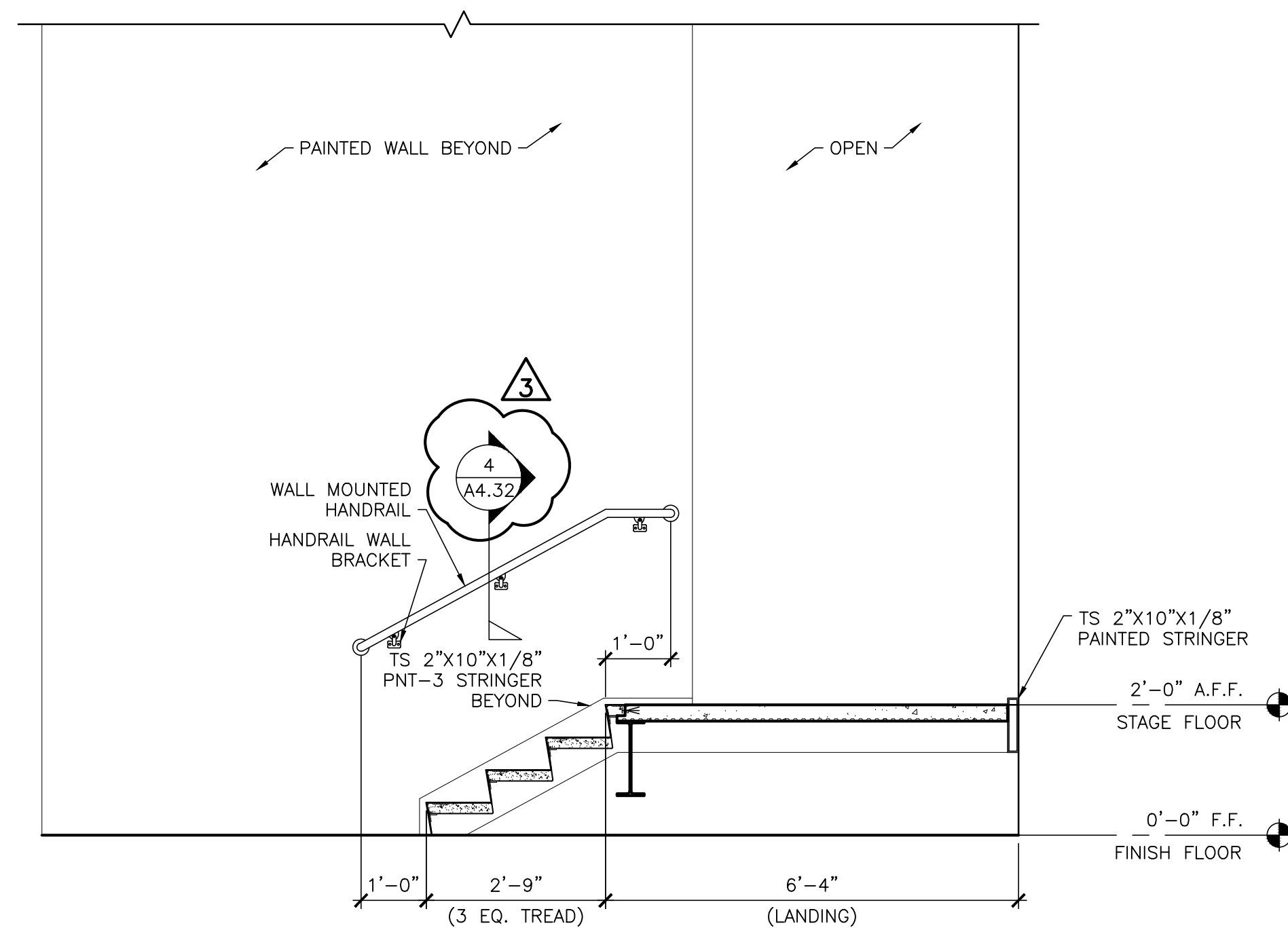
6 STAGE RAMP LANDING ELEVATION
SCALE: 3/8"=1'-0"



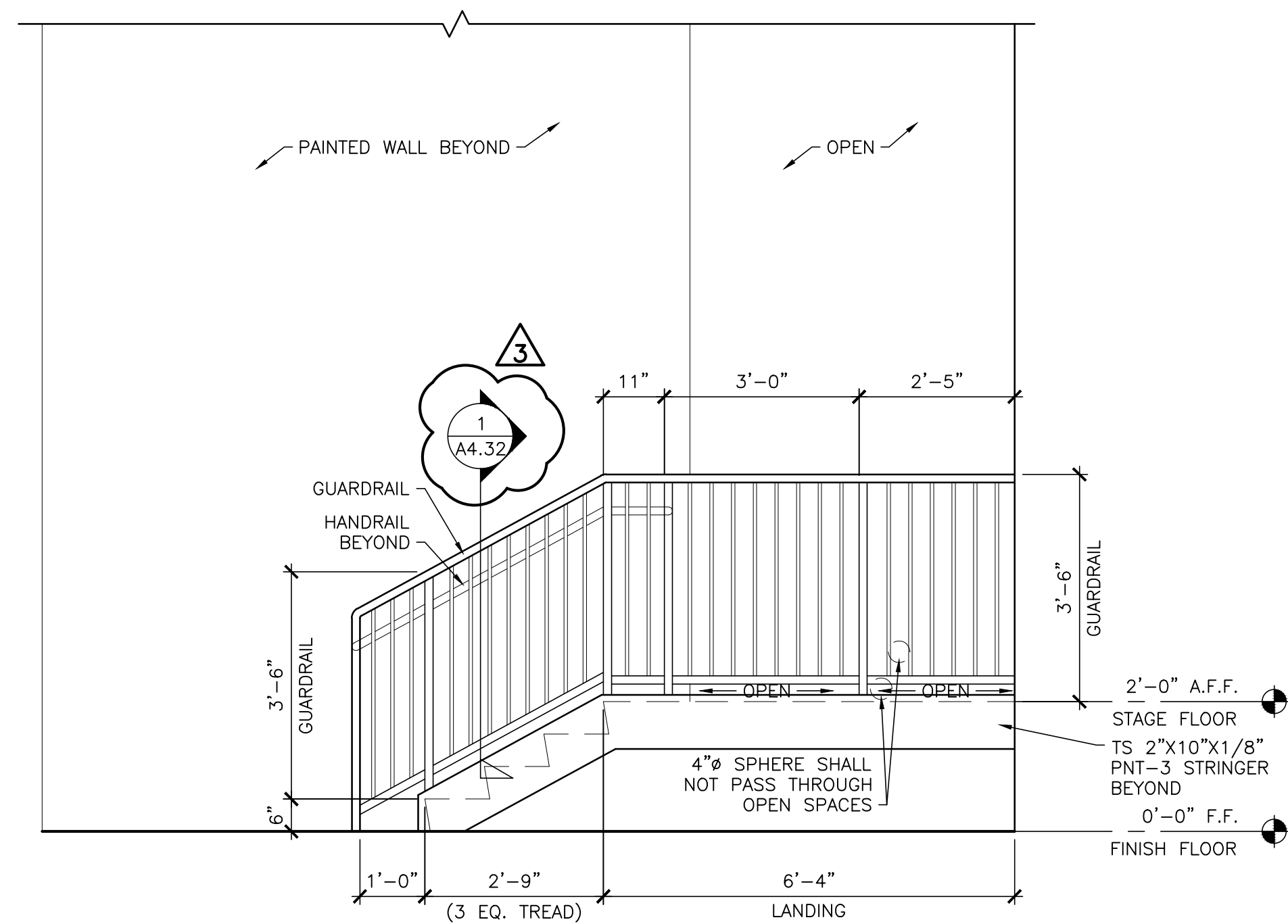
5 STAGE RAMP ELEVATION
SCALE: 3/8"=1'-0"



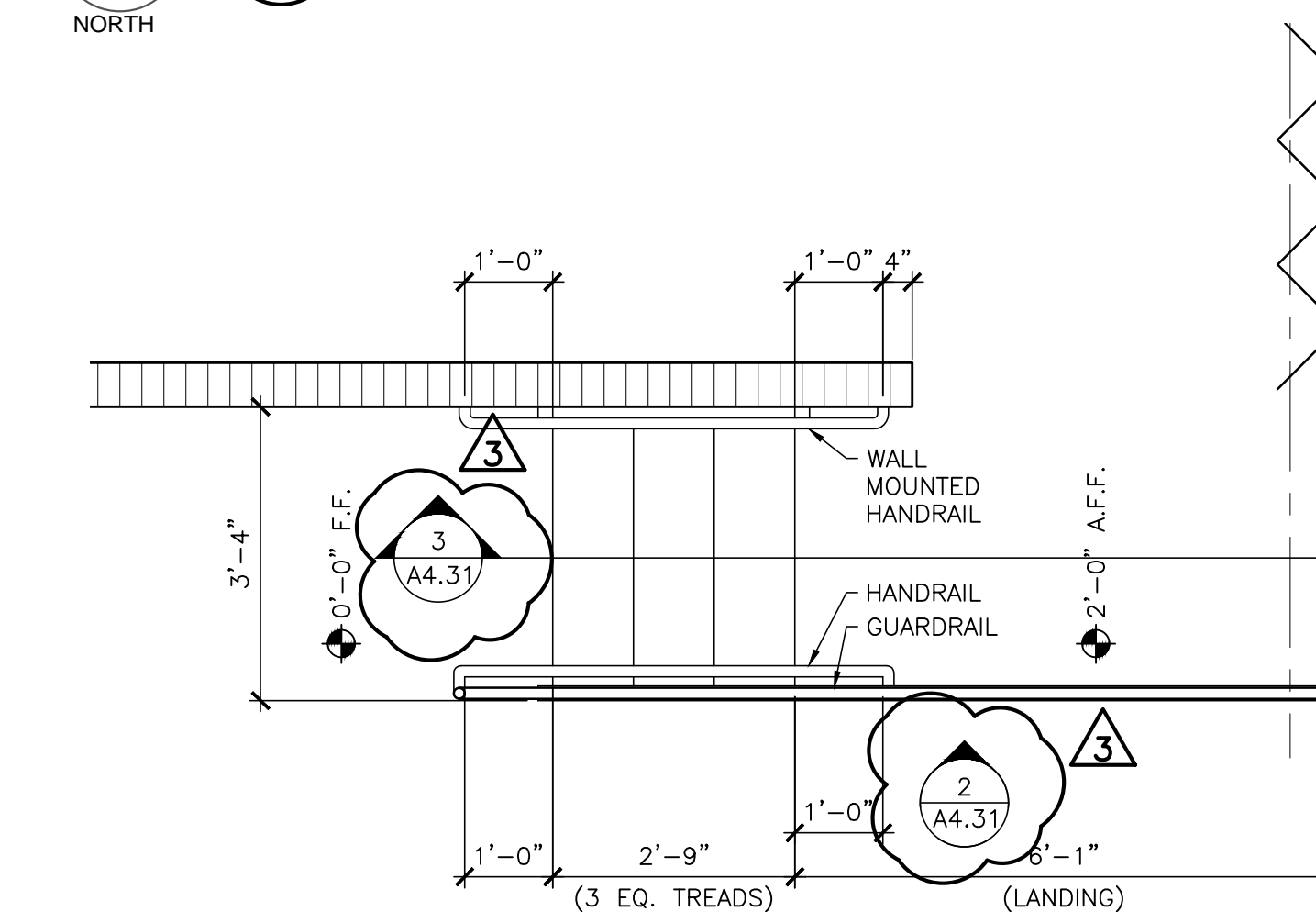
4 ENLARGE FLOOR PLAN AT STAGE RAMP
SCALE: 3/8"=1'-0"



3 STAGE STEP SECTION
SCALE: 1/2"=1'-0"



2 STAGE STEP ELEVATION
SCALE: 1/2"=1'-0"



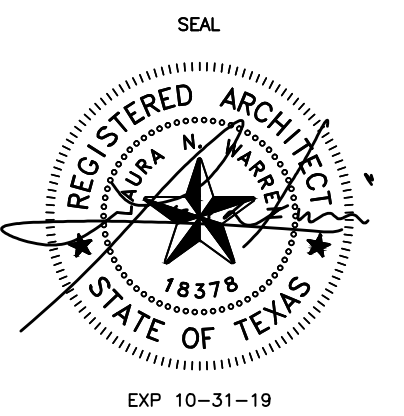
1 ENLARGE FLOOR PLAN AT STAGE STEPS
SCALE: 1/2"=1'-0"



1801 SOUTH SECOND ST. SUITE 330
McALLEN, TX 78503
956.994.1900
twgarch.com

THESE DRAWINGS AND INFORMATION
CONTAINED HEREIN ARE PROPERTY AND
THE SOLE PROPERTY OF THE WARREN
GROUP ARCHITECTS, INC. THEY MAY
NOT BE REUSED, REPRODUCED OR
ALTERED IN ANY WAY WITHOUT PRIOR
WRITTEN APPROVAL FROM AND
APPROPRIATE COMPENSATION TO THE
WARREN GROUP ARCHITECTS INC.

REVISION	DATE	APPROVED BY	DESCRIPTION
A ADD-1	02/26/2019	TWG	A1.01 FENCE TO BE CHAIN LINK A1.1 DETAIL 5 HAS BEEN ADDED
B ADD-3	03/08/2019	TWG	A1.11 & AB.11 BASKETBALL AND VOLLEYBALL COURT STRIP TO BE LVT
C ADD-4	03/11/2019	TWG	A4.31 & A4.32 KEY MODIFICATIONS HAVE BEEN MADE



PROPOSED

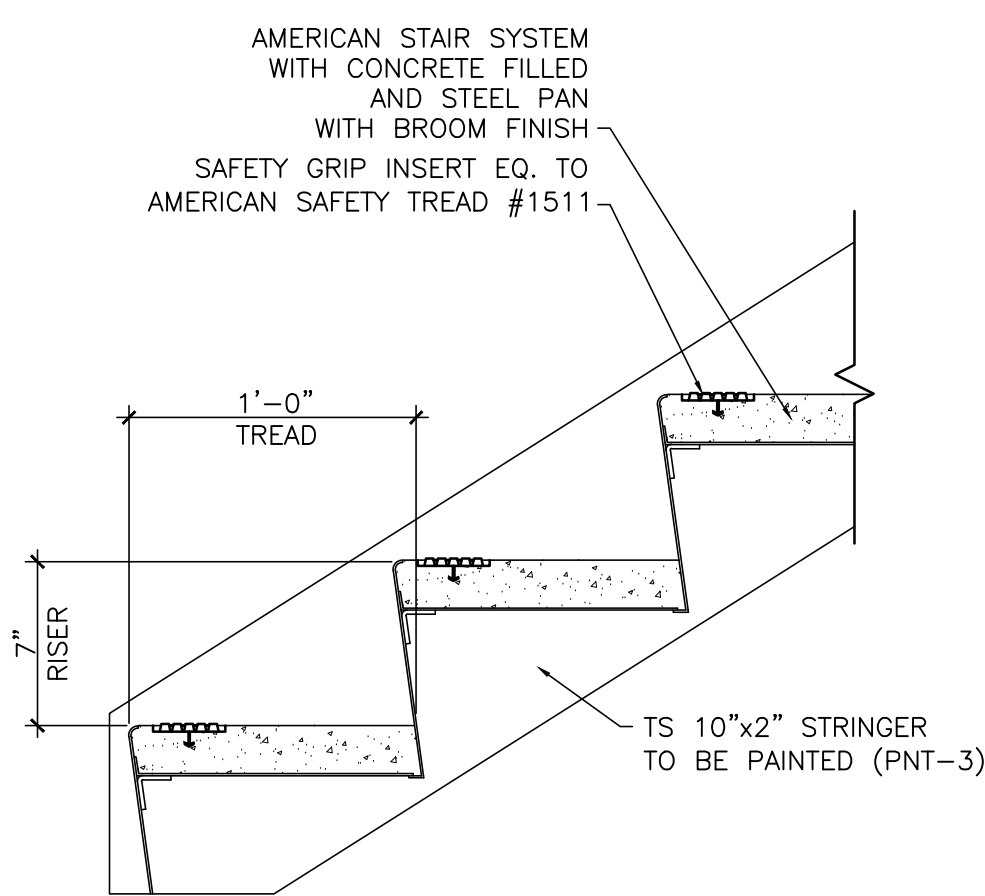
ECISD
FREDDY GONZALEZ
ELEMENTARY
GYMNASIUM
IMPROVEMENTS

401 SUGAR RD.
DINBURG, TEXAS 78539

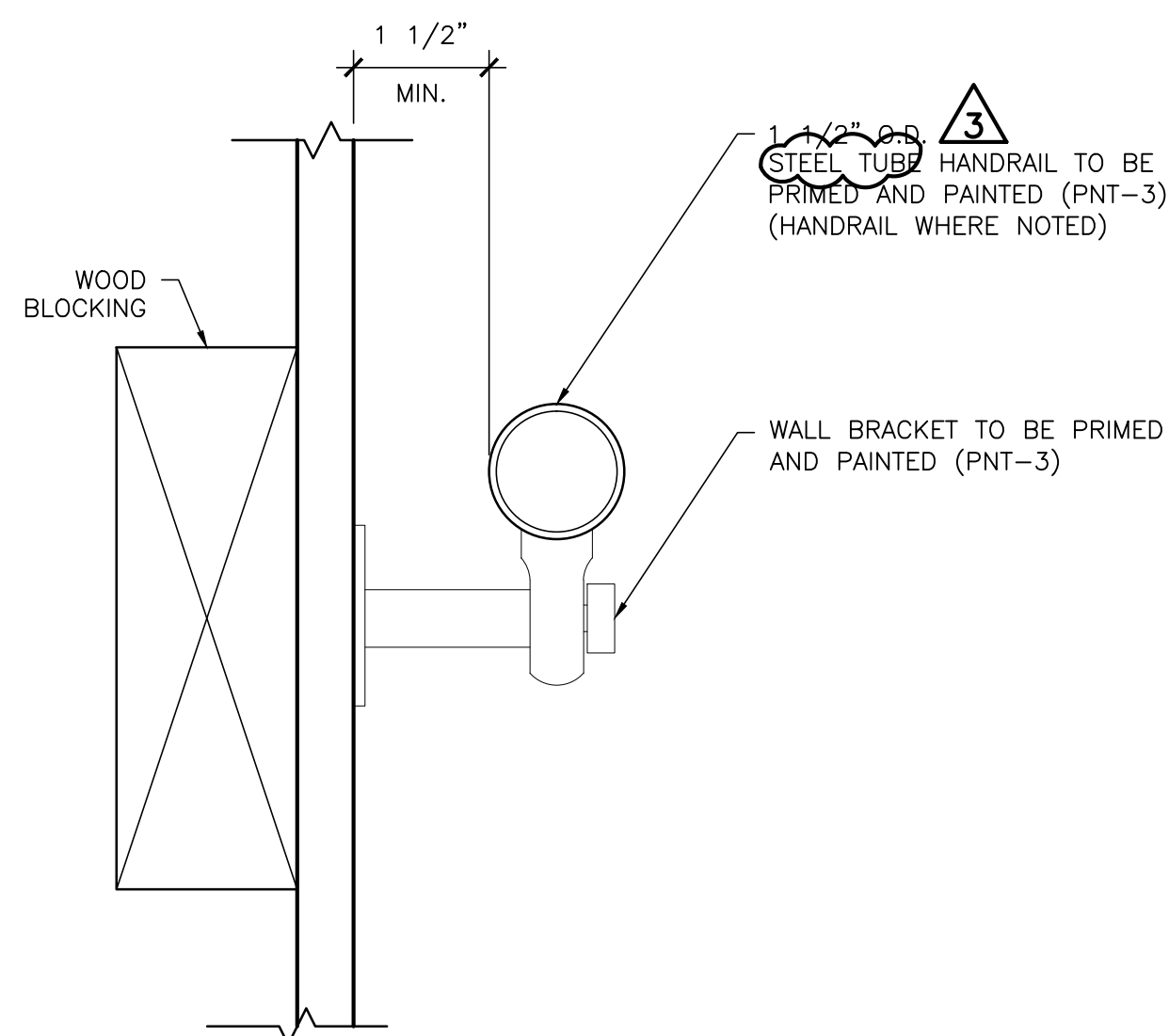
PROJECT	1611801
DATE	02/15/2019
REVISED	03/11/2019

A4.32 ADD4

DETAILS

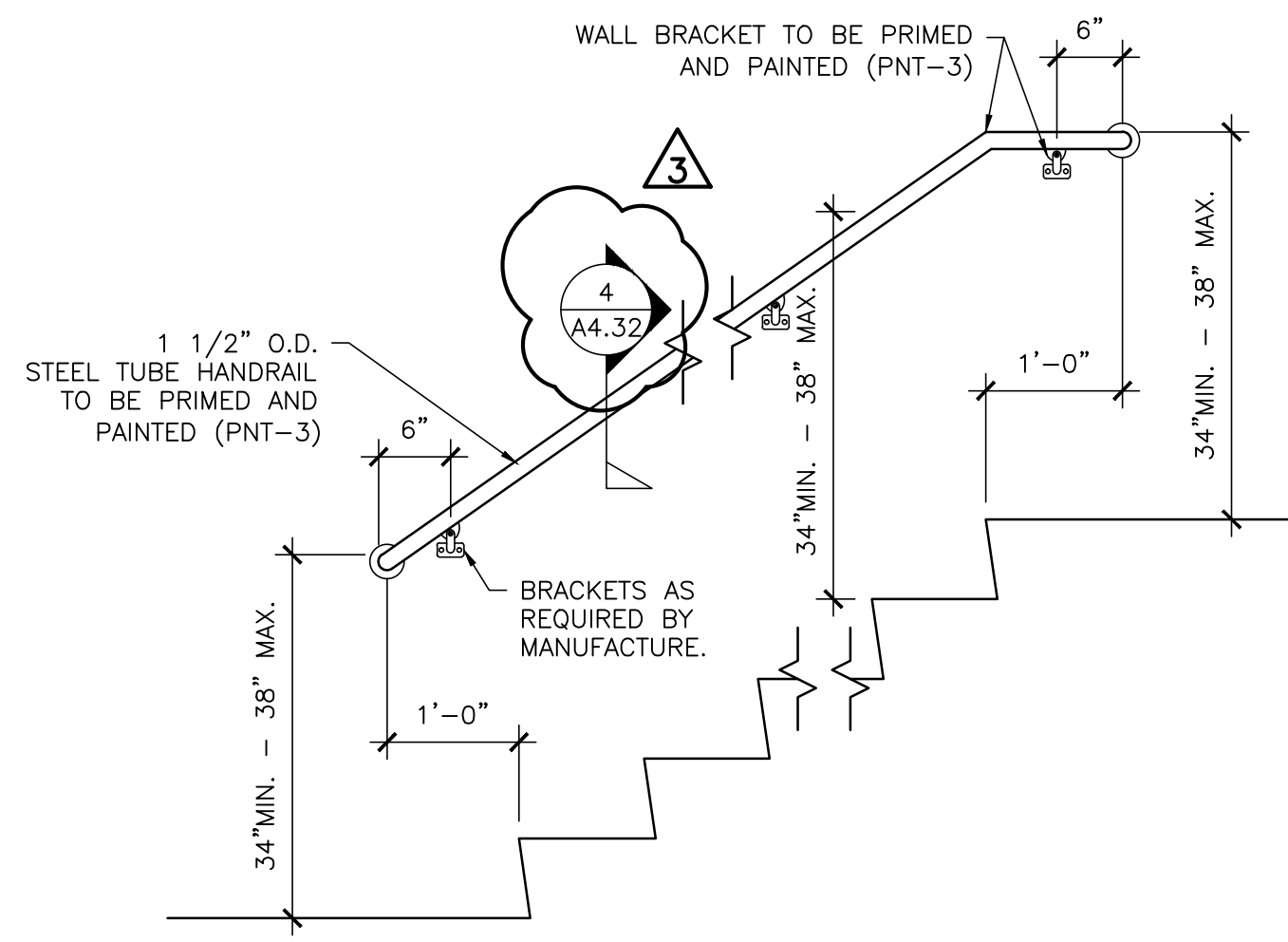


5 STAIR ASSEMBLY DETAIL



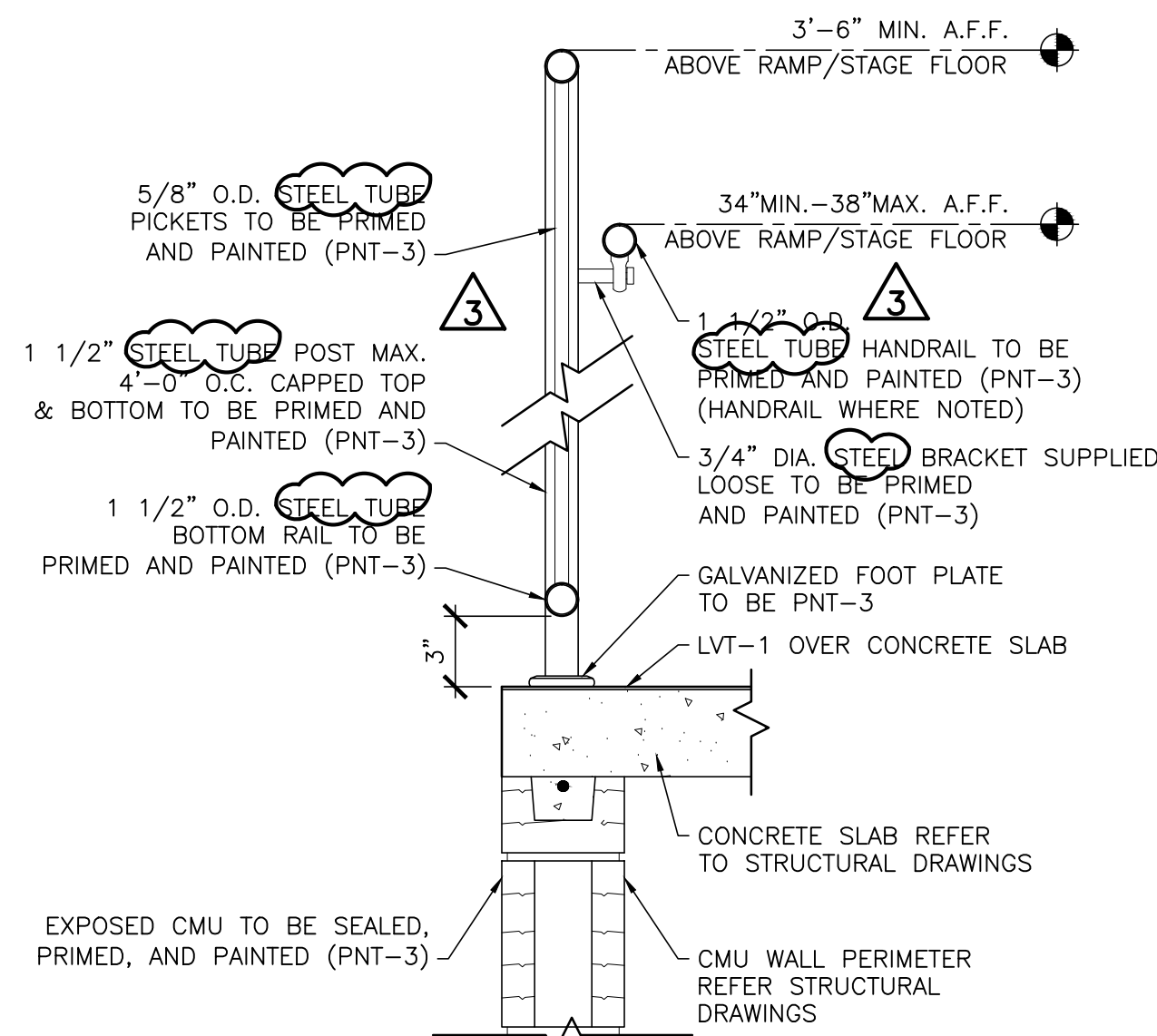
4 STAIR WALL MOUNTED HANDRAIL DETAIL

SCALE: 6"=1'-0"

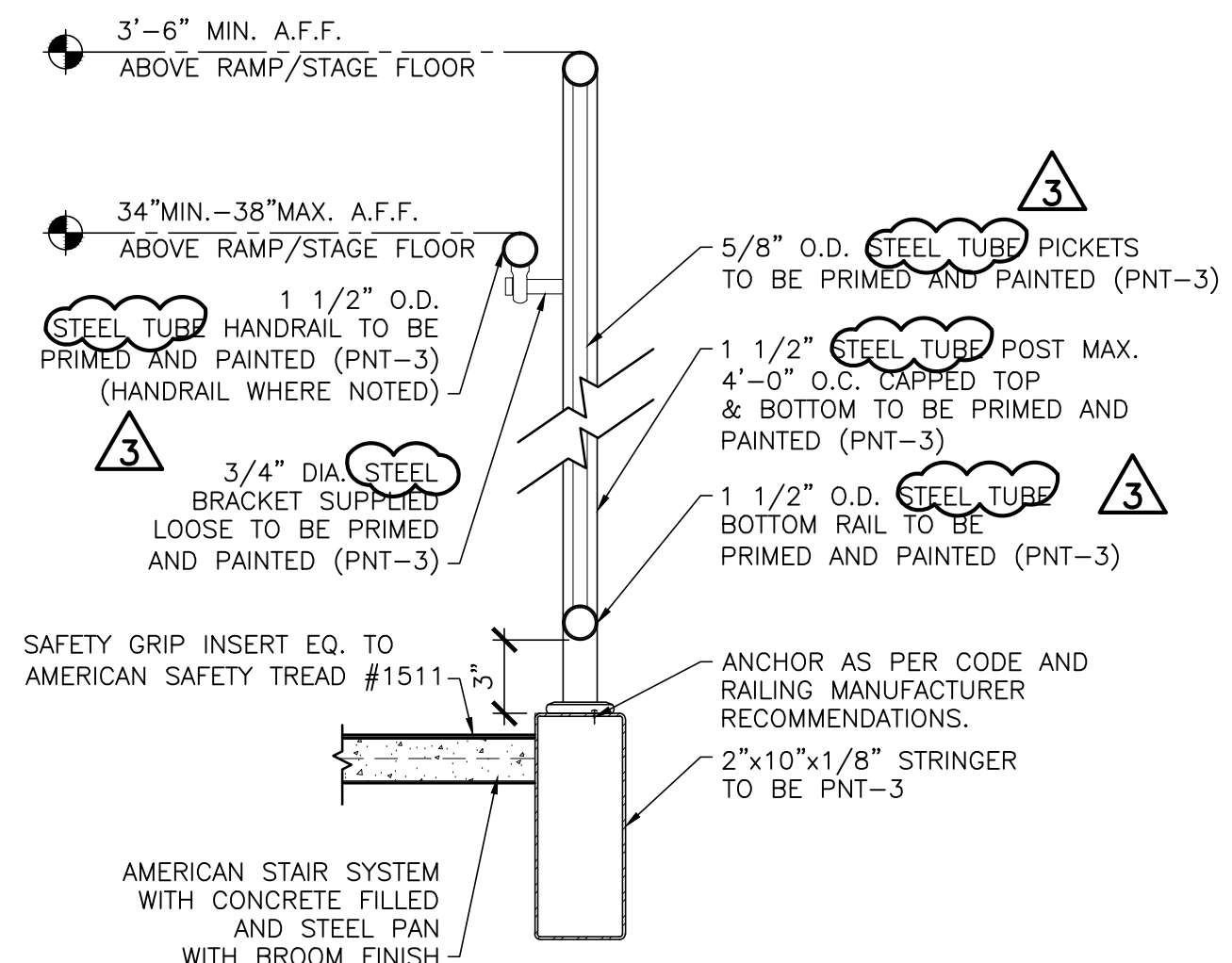


3 TYPICAL WALL MOUNTED STAIR RAIL ELEVATION

SCALE: 3/4"=1'-0"



2 GUARDRAIL AND HANDRAIL DETAIL



1 GUARDRAIL AND HANDRAIL DETAIL
SCALE: 1 1/2" = 1'-0" STRS_DET_001