UNIVERSAL ACADEMY



REQUEST FOR COMPETITIVE SEALED PROPOSALS DATE: April 27, 2023, RFP #: 2023-01

RFP Title: FINISH OUT FOR MODULAR ADDITION TO IRVING CAMPUS

EVENT	DATE
RFP Posting (First Advertisement):	April 27, 2023
Second Advertisement:	April 28, 2023
Questions Due:	May 4, 2023, at 12:00 p.m.
Proposals Due:	May 11, 2023, at 2:00 p.m.
Proposal Opening:	May 12, 2023, at 2:00 p.m.

- Questions must be submitted via email to Andrea Butcher, Chief Financial Officer at Andrea.Butcher@universalacademy.com.
- The Proposer shall submit their response in a sealed envelope, plainly marked with the Name of Proposer, RFP Number, and RFP Title:
 - One (1) hard copy marked "ORIGINAL" of the proposal response.
 - Two (2) copies of the proposal response.
- Late, faxed, or e-mailed proposals will not be accepted.

Deliver Sealed Proposals to: Universal Academy Attn: Andrea Butcher, CFO RFP #2023-01 2616 N. MacArthur Blvd. Irving, TX 75062 Contact: Andrea Butcher Chief Financial Officer 972-255-1800, Ext. 1010

Andrea.Butcher@universalacademy.com

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SECTION I – INSTRUCTIONS TO PROPOSERS

Pursuant to the provisions of the Texas Government Code, Chapter 2269, Subchapter D, it is the intention of LTTS Charter School, Inc. d/b/a Universal Academy to select, via Competitive Sealed Proposals, a Contractor for the Finish Out Work for the Modular Addition to the Irving Campus located at 2616 N MacArthur Blvd, Irving, TX 75062.

For the purposes of this document, LTTS Charter School, Inc. d/b/a Universal Academy shall be referred to as the "Owner," or "Universal Academy."

This Request for Competitive Sealed Proposals (RFP or RCSP) contains information and instructions to enable interested Proposers to prepare and submit a Proposal Submittal and Cost Submittal, as well as information on the selection process.

1. PRE-PROPOSAL QUESTIONS. All questions regarding clarification or interpretation of the RFP will be submitted in writing by the Proposer, and must be received by 12:00 p.m. on May 4, 2023. Answers to the questions will be posted on Universal Academy's website at https://www.universalacademy.com/bid-opportunities-and-notices/ by 12:00 p.m. on May 6, 2023. No questions will be addressed unless provided in writing.

2. SUBMISSION OF PROPOSAL RESPONSES.

- 2.1. Submission.
 - 2.1.1. All proposals submitted for consideration shall follow these steps as described herein.
 - 2.1.2. The offeror shall submit a Proposal and shall include a response to all of the requirements as indicated herein.
 - 2.1.3. Using the Cost Form, the Offerors shall be required to submit a Cost Submittal.
 - 2.1.4. The Proposal responses shall be returned in an envelope or package marked on the outside with the RFP # and RFP Title.
 - 2.1.5. Proposals must be returned in sufficient time so as to be received and time-stamped by Universal Academy on or before the time and date shown on this RFP. It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal. Universal Academy will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Proposer.
 - 2.1.6 Receipt of any Addenda must be acknowledged by signing in the space provided on the attached Cost Proposal Certification Form to be enclosed with the Proposer's response.
 - 2.1.7 The package containing your Proposal shall include one (1) original and two (2) copies.
- 2.2. Closing Time and Requirements.
 - 2.2.1. All proposal responses must be received in Universal Academy's Administration Office no later than the time and date listed below. Reference the RFP # and RFP Title on any correspondence. Proposals will be received by Universal Academy at the following location and time:

Time/Date: Until 2:00pm May 11, 2023.

The Proposer shall submit the proposal response in a sealed envelope, plainly marked with the Name of Proposer, RFP Number, and RFP Title.

Late, faxed, or e-mailed proposals will not be accepted.

Place: Deliver proposals to:

Universal Academy Attn: Andrea Butcher, CFO RFP #2023-01 2616 N. MacArthur Blvd. Irving, TX 75062

- 2.2.2. On the above date and location, the responses will be publicly opened, the respondent's names read aloud, and prices read aloud.
- 2.2.3. Responses received after the published time and date shall not be considered.

3. REQUIRED SUBMITTAL CONTENTS.

- 3.1. The Proposer will include and organize their response in accordance with the following:
 - 3.1.1. Number of Proposals. One (1) original and two (2) copies of requested items.
- 3.2. Order of Response Information
 - 3.2.1. Cover Letter One page
 - 3.2.2. Questionnaire Response
 - 3.2.3. Certification Form

Cost Form(s), and all other Forms contained herein

3.3. Each Proposer shall furnish the information required by this RFP and in the order required. The person signing the Forms must be a person authorized by the proposing firm to sign the proposal and bind the firm thereto.

4. RANKING AND SELECTION.

- 4.1. Upon receipt, Universal Academy will review the RFP responses and make recommendations to the Board of Directors.
- 4.2. Selection Process
 - 4.2.1. THIS IS A NEGOTIATED PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest fee/cost Proposal.
 - 4.2.2. The Owner will evaluate Proposals on the basis of the selection criteria listed below. A weighted value for each of the areas listed below is assigned and will be used in determining the Contractor that provides the Owner with the "Best Value."
- 4.3. Evaluation.
 - 4.3.1. The Contractor will be selected pursuant to the Texas Government Code Chapter 2269, Subchapter D.
 - 4.3.2. The Evaluation Criteria and Weight/Points follows:

General Firm Information and Reputation

General Experience

Proposed Personnel

Price Proposal, including alternates (if any)

20 points

10 points

50 points

4.3.3 By submitting its Proposal in response to this package, the Offeror accepts the methodology and evaluation process and acknowledges and accepts that determination of the "best value" will require subjective judgments by the Owner, based upon the information responsive to the Evaluation Criteria and Weight/Points Value as published with this package.

- 4.4. Contact with Universal Academy during the Proposal Process.

 Offerors are not permitted to contact any Universal Academy Board of Directors member, officer, or employee (other than Andrea Butcher, CFO, as identified above) during the Proposal Process. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions will subject offeror to immediate disqualification.
- 4.5. All responses in your submission may be used to rank offerors based on the criteria. Universal Academy reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to Universal Academy without regard to whether such information appears in your submission.
- 4.6. By submitting, each offeror agrees to waive any claim it has or may have against Universal Academy, the Architect/Engineer, Simon Engineering & Consulting, Inc., and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any submission, including, but not limited to: waiver of any requirements under the submission documents; acceptance or rejection of any submission; and award of a contract.
- 4.7. Universal Academy shall have no contractual obligation to any offeror, nor will any offeror have any property interest or other right in the contract or Work being proposed unless and until a contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Contractor have been so fulfilled by the Contractor.

5. RESERVATIONS. Universal Academy has the right to:

- 5.1. Waive any minor informality in any Proposal procedure.
- 5.2. Reject or cancel any or all Proposal responses.
- 5.3. Reject the Proposer's response based on partnerships(s) and/or any other factor Universal Academy deems not in the best interest of Universal Academy.
- 5.4. Extend the Proposal opening time and date.
- 5.5. Reissue a new Request for Competitive Sealed Proposals.
- 5.6. Consider and accept any response that is considered in the best interest of Universal Academy.
- 5.7 Universal Academy may make an award without discussion with any Proposer, after the proposal responses are received and evaluated.
- 5.8 Open Records Requirement All documents submitted as part of the Contractor's Proposal response will be deemed confidential during the evaluation process. Contractor Proposal responses will not be available for review by anyone other than Universal Academy staff or its designated agents. Following award of contract, all Proposals become public documents and are available for public viewing upon written request to Universal Academy except where Proposal information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor. That information should be clearly marked: "CONFIDENTIAL DO NOT DUPLICATE WITHOUT PERMISSION". Please note that all information is subject to the Texas Public Information Act.
- 5.9 Availability of Funds In the event that sufficient funds are not available for the Project, Universal Academy reserves the right to negotiate the scope of this contract, delay implementation, reject all Proposals, or award another type of contract other than that required in this RFP.

6. THE CONTRACT.

6.1. The Owner proposes to base the Owner/Contractor on the AIA Document A101-2017, as modified by Universal Academy. In addition, General Conditions of the Contract for Construction will be AIA Document A201-2017 as modified by Universal Academy. Any objections to these documents shall be noted in writing at the time of Offeror's

submission.

- 6.2. The AIA Document A101-2017 as modified by Universal Academy, attached as Attachment B.
- 6.3. In addition, General Conditions of the Contract for Construction will be AIA Document A201-2017, as modified by Universal Academy, attached as <u>Attachment C</u>.
- 6.4. The Specifications and Drawings issued by the Design Professional (A/E), attached as Attachment L.

7. OTHER GENERAL REQUIREMENTS:

- CRIMINAL HISTORY RECORD INFORMATION. The contractor awarded the Contract will be required to obtain all required national Criminal History Record Information ("CHRI"), pursuant to Texas Education Code section 22.0834, section 22.08341, and Texas Government Code 411.082(a), on all employees, subcontractors of every tier ("Subcontractor"), Subcontractor's employees, independent contractors, applicants, agents, or consultants, if (1) the person will have continuing duties related to the Project and (2) the duties are or will be performed on Owner's property and the person(s) will or may have direct contact with students ("Covered Employee"). Contractor shall provide all information needed by Owner for Owner to obtain the CHRI and Contractor shall assume all expenses for Owner obtaining the CHRI. Any Covered Employee shall be disqualified and prohibited from performing any contract duties or services if that Covered Employee has been convicted of one of the following offenses, if at the time of the offence the victim was under eighteen (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 Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History"). Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses during the performance of this contract, Contractor will immediately remove the Covered Employee from Owner's property or other location where students are regularly present, and notify the Owner of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of the contract. Instructions for complying with CHRI requirements are available from the Owner.
- 7.2 WAIVER OF CLAIMS: By submitting a Proposal, each Respondent agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal documents; acceptance or rejection of any Proposal; and award of a contract.
- 7.3 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the General Conditions (A201, as modified by the Owner/Universal Academy). The Owner's prevailing wage schedule is included in Attachment "D" to this RFP.

SECTION II – PROJECT SCOPE and INFORMATION

Project:

Universal Academy serving more than 2,500 students across two campuses, is requesting responses from qualified General Contractors who are experienced in, or proven capable of, overseeing construction projects for K-12 public school facilities in Texas, and are experienced in working with architects, engineers, inspectors, contractors and other facility related consultants as the representative of the Owner in establishing project scope, project budgets, bidding procedures and in representing the Owner throughout the modular building project that will be funded by a bond to improve the Owner's educational facilities. The Owner is seeking the provision of a detailed proposal to perform General Contractor services overseeing contractors in implementing the design and/or engineering plans.

The Project consists of the finish out of the modular units with faux masonry, aluminum entries, metal canopies, exterior paint, acoustical ceilings, LVT flooring, plumbing manifold and electrical homeruns.

Additional finish out work may be included as change orders at a later date.

Construction is contingent upon certain activities being completed within a specific timeframe, which will permit Universal Academy to meet its contemplated schedule. If these activities are not completed when required, Universal Academy may not proceed with construction as anticipated in this RFP.

PROJECT SCHEDULE

Board Action to Rank and Award Contract: Anticipated May 16,

2023 Anticipated Notice to Proceed: May 16, 2023

Anticipated Substantial Completion: June 30, 2023

SECTION III – QUESTIONNAIRE

RFPs are to include the information requested in this questionnaire in the <u>sequence and format prescribed</u>. Each selection criteria is associated with certain questions and will be evaluated based on this format. Failure to respond in this sequence and format will result in reduction of points or disqualification.

Supplemental materials providing additional information may be attached if limited to three (3) pages.

General Firm Information (Organization, Finances, Claims/Litigation, Safety Record) (20 Points)

A. Organization (5 Points)

- 1. Name of Firm
- 2. Address of principal office
- 3. Phone Number
- 4. Fax Number, if any
- 5. Type of Business Organization (Corporation, Partnership, etc.)
- 6. Year Founded
- 7. Contact Person (with telephone and email address)
- 8. Does your organization qualify as a resident bidder under Texas Government Code Chapter 2252? If not, please list the state of residence of your organization.
- 9. State how many years your organization has been in business in its current capacity.
- 10. Has your organization operated under any former names? If so, list those names.
- 11. If your organization is a corporation, state the date of incorporation, the state of incorporation, president's name, vice president's name, secretary's name, and treasurer's name.
- 12. If your organization is a partnership, state the date of organization, type of partnership, and names of general partners.
- 13. If your organization is individually owned, state the date of organization and the name of the owner.
- 14. If your organization is a form other than those listed above, please describe it and name your principals.
- 15. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
- 16. List jurisdictions in which your organization's partnership or trade name is filed.
- 17. Within the last five (5) years, has an officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).

B. Finances (5 Points)

- 1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement.
- 2. Provide the name of the bonding company your organization uses, including the name and address of an agent. Proof of ability to bond (and remaining total bonding capacity) will be required prior to selection.

C. Claims/Litigation (5 Points)

1. Claims and suits: If the answer to any of the questions below is yes, please attach details:

- 1.1 Has your organization ever failed to complete any work awarded to it?
- 1.2 Are there any judgments, claims, arbitration proceedings or suits outstanding against your organization or its officers?
- 1.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?
- 1.4 Has your organization had any claims asserted against it in the last five (5) years?

D. Safety Record (5 Points)

- 1. Provide information related to your firm's accident frequency rate for the last five (5) years, including any OSHA citations and deaths that have occurred on your projects.
- 2. Describe your organization's safety program and provide your workers' compensation experience modification factor. List any safety awards your company has received within the past five (5) years.

General Experience (20 Points)

- 1. List the Texas school projects or similar projects constructed by your organization over the last five (5) years. For each project, provide the name, nature of the project/function of the building, size (square footage), location, cost, delivery method used, date of notice to proceed, contractual completion date, actual completion date, owner and architect/engineer (including telephone numbers) and type of project. (15 Points)
- 2. List the major construction projects your organization has in progress, giving the name and location of the project, owner, architect/engineer, contract amount, percent complete, and scheduled completion date. (3 Points)
- 3. Describe your firm's process for handling RFI's and Change Orders to facilitate the smooth progress of the Project. (2 Points)

Proposed Personnel (10 Points)

- 1. Identify the Project Manager and Site Superintendent who will work on the project. Provide a resume and references for each individual. (5 Points)
- 2. Describe the team proposed for this project and a description of planned efforts to provide quality work, meet schedules, and work within budget. (5 Points)
 - *Note: The selected Contractor shall include the team of its employees presented to the Owner in response to the Owner's Request for Competitive Sealed Proposals. Should any of those team members leave the employment of the Contractor during the Project, the Contractor shall substitute that team member with a person of the same or higher qualifications, subject to Universal Academy's approval, which will not be unreasonably withheld or delayed.

End of Questionnaire

SECTION IV – FORMS AND DOCUMENTS

Forms and Documents Follow

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FELONY CONVICTION NOTIFICATION

The Texas Education Code, 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 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 conviction has been received by me and the following information furnished is true to the best of my knowledge.

	Propose	r's Company Name
	Authoriz	zed Company Official's Name (Printed)
A.	My firm is applicable.	a publicly-held, stock-exchange corporation; therefore this requirement is not
	Signature of	Company Official:
	Date Signed	:
B.	My firm is	not owned or operated by anyone who has been convicted of a felony.
	Signature of	f Company Official:
	Date Signed	l:
C.		owned or operated by the following individual(s) who has/have been convicted of a ted name and general description of type of felony or felonies):
	1.	
	2.	
	3.	

4.		
Signatu	of Company Official:	
Date Sig	ed:	

ATTACHMENT 'B'

AIA Document A101 – 2017, as modified by Universal Academy

Contact Andrea Butcher for Attachment B Andrea.Butcher@universalacademy.com

ATTACHMENT 'C'

AIA Document A201–2017, as modified by Universal Academy

Contact Andrea Butcher for Attachment C <u>Andrea.Butcher@universalacademy.com</u>

ATTACHMENT 'D'

Prevailing Wage Rates

"General Decision Number: TX20230241 04/14/2023

Superseded General Decision Number: TX20220241

State: Texas

Construction Type: Building

County: Dallas County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	04/14/2023

ASBE0021-011 08/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 25.87	7.23
BOIL0074-003 01/01/2021		
	Rates	Fringes
BOILERMAKER	\$ 29.47	24.10
* CARP1421-002 02/01/2023		
	Rates	Fringes
MILLWRIGHT	•	41.45
ELEV0021-006 01/01/2023		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 47.60	37.335+a+b
FOOTNOTES:		

FOOTNOTES:

- A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.
- B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (1) Tower Crane	\$ 32.85	13.10
Crane 60 tons and above(3) Hydraulic cranes 59		10.60
Tons and under	\$ 32.35 	13.10
IRON0263-005 06/01/2022		
	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.14	7.68
* PLUM0100-005 11/01/2022		
	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only)		13.07 13.07
* SUTX2014-017 07/21/2014		
3017/2014 017 07/21/2014	Rates	Fringes
BRICKLAYER	\$ 19.50	4.27
CARPENTER, Excludes Drywall		
Hanging, Form Work, and Metal Stud Installation	\$ 17.13	2.97
CAULKER	\$ 14.71 **	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.40 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 15.45 **	0.00
ELECTRICIAN (Alarm Installation Only)	\$ 21.52	4.16

<pre>ELECTRICIAN (Communication Technician Only)\$ 16.40</pre>	2.87
ELECTRICIAN (Low Voltage Wiring Only)\$ 20.03	3.04
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound	
and Communication Systems\$ 21.51	3.69
FORM WORKER\$ 12.32 **	0.00
GLAZIER\$ 16.15 **	2.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)\$ 10.04 **	2.31
<pre>INSTALLER - SIDING (METAL/ALUMINUM/VINYL)\$ 14.26 **</pre>	0.00
INSTALLER - SIGN \$ 15.61 **	0.00
INSULATOR - BATT\$ 13.00 **	0.00
IRONWORKER, REINFORCING \$ 12.24 **	0.00
LABORER: Common or General\$ 11.57 **	0.00
LABORER: Mason Tender - Brick\$ 11.00 **	1.70
LABORER: Mason Tender - Cement/Concrete\$ 10.64 **	0.00
LABORER: Pipelayer \$ 13.00 **	0.35
LABORER: Plaster Tender 14.50 **	0.00
LABORER: Roof Tearoff \$ 11.28 **	0.00
LABORER: Landscape and Irrigation\$ 12.00 **	0.23
LATHER \$ 16.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe\$ 13.06 **	0.00
OPERATOR: Bobcat/Skid	

Steer/Skid	Loader\$	13.93	**	0.00
OPERATOR:	Bulldozer\$	18.29		1.31
OPERATOR:	Drill\$	13.00	**	0.50
OPERATOR:	Forklift\$	13.38	**	0.81
OPERATOR:	Grader/Blade\$	13.05	**	0.00
OPERATOR:	Loader\$	14.02	**	1.82
OPERATOR:	Mechanic\$	17.52		3.33
OPERATOR: Aggregate,	Paver (Asphalt, and Concrete)\$	18.44		0.00
OPERATOR:	Roller\$	15.04	**	0.00
Spray, Excl	rush, Roller and luding /Taping)\$	13.60	**	2.24
PAINTER: Dr Finishing/	^ywall Taping Only\$	14.28	**	3.04
PLASTERER.	\$	15.37	**	0.00
PLUMBER (HV Installatio	VAC Pipe on Only)\$	23.87		6.66
	xcludes HVAC Pipe on\$	22.70		5.65
ROOFER		17.19		0.00
	L WORKER (HVAC Duct on Only)\$	21.10		5.50
	L WORKER, Excludes Installation\$	24.88		7.23
SPRINKLER F Sprinklers	FITTER (Fire)\$	21.25		15.55
TILE FINISH	HER\$	11.22	**	0.00
TILE SETTER	R\$	14.25	**	0.00
TRUCK DRIVE	ER: 1/Single Axle			

Truck	\$ 16.40	0.81
TRUCK DRIVER:	Dump Truck\$ 12.39 **	1.18
TRUCK DRIVER:	Flatbed Truck\$ 19.65	8.57
TRUCK DRIVER: Truck	Semi-Trailer \$ 12.50 **	0.00
TRUCK DRIVER:	Water Truck\$ 12.00 **	4.11

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

ATTACHMENT 'E'

NO-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this response, the undersigned certifies that:

Date:

- 1. Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
- 2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly

	r indirectly, Universal Academy's Board of Directors between response submission date and award y Universal Academy's Board of Directors.
	No officer or stockholder of Respondent is a member of the staff or related to any employee or nember of the Board of Directors of the Universal Academy except as noted below:
C	The undersigned certifies that he/she is fully informed regarding the accuracy of the statements ontained in this certification, and that the penalties herein are applicable to the Respondent as well s to any person signing on its behalf.
Signatur	e of Authorized Official:
Printed N	Name:
Title:	

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DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000.

Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting the offer and signing this certificate, this bidder:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (.36).

Signature of Authorized Company Representative		
7.1.17.		
Printed Name and Title	Date	

ATTACHMENT 'G'	
CERTIFICATE OF RESIDENCY	

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for Universal Academy to determine residency. Section: 2252-001 (3) 'Non-resident bidder' refers to a person who in not a resident. (4) 'Resident bidder' refers to a person whose principal place of business in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section: 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's place of business is located.

I certify that		
	(Name of Compar	y Bidding)
Is, under Section 2252.001 (3) and (4), a re-	sident Bidder	Non-resident Bidder
My or Our principal place of business unde	er Section: 2252.00	01 (3) and 94), is in the city of
	in the sta	te of
Printed Name and Title	Dat	e
Signature of Authorized Company Represe	entative	

ATTACHMENT 'H'

CONFLICT OF INTEREST NOTICE

Universal Academy

Notice to Vendors Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm.

The form to be completed by the vendor is at: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

For easy reference, below are some of the sections cited on this form.

Local Government Code §176.001(1-a):

- "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:
 - a) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
 - b) a transaction conducted at a price and subject to terms available to the public; or
 - c) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code §176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor:
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code §176.006(a) and (a-1):

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh (7th) business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

ATTACH	MENT 'I'
specifications, or information listed within this prop with complete and detailed conditions and information	Is to deviate from the general terms, conditions, bosal, all such deviations must be <u>listed on this page</u> , on also being attached. In the absence of any deviation real Academy of their compliance with the Terms, d within this PROPOSAL.
List Deviations here (or attach additional pages as ne	eeded);
Deviations:	
Universal Academy will be the sole judge to determine Universal Academy.	ne if deviations are acceptable in meeting the needs of
	is request for proposals at any time and for any reason. or not award this contract in any manner deemed to be
	COMPLETE this page. mission may be considered Non-Responsive.
Our response is submitted according to:	Deviations listed above
	No Deviations

SIGNATURE:

PRINTED NAME: ____

TITLE:

ATTACHMENT 'J'

CERTIFICATE OF NON-COLLUSION STATEMENT

"Non-collusion Statement": "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this proposal in collusion (An agreement between two or more persons to deceive Universal Academy or defraud Universal Academy of its rights) with any other bidder, Board of Directors member, or Universal Academy employee, and that the contents of this proposal as to prices, quality or products, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this proposal for the intent or purpose of collusion."

corporation, firm partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this proposal for the intent or purpose of collusion."
Signature of Authorized Representative
CERTIFICATION OF COMPLIANCE/REPRESENTATIONS
I, or we the duly authorized undersigned, having carefully read the Request for Competitive Sealed Proposals and do hereby agree to enter into a contract with Universal Academy, by tendering this proposal to perform the work required and/or provide the products(s) specified in this solicitation. The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Proposer or with any competitor. I, or we, are authorized to submit this proposal and have not been a party to any collusion among Proposer(s) in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with and Universal Academy employee, Board Member, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussions(s) with Universal Academy's Chief Financial Officer, or in any discussions or actions between Proposer/Proposers and any Universal Academy employee, Board Member, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract. I, or we, also certify to the accuracy of the certifications required which accompany this proposal.
Date
Name of Company
Printed Name/ Title of Authorized Representative:

Signature of Authorized Representative:

ATTACHMENT 'K'

EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

BY SIGNATURE HEREON:

- 1. Respondent acknowledges and agrees that (1) this RFP is a solicitation and is not a contract or an offer to contract; (2) the submission by Respondent in response to this RFP will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
- 2. Respondent agrees to furnish to the Owner the services described in its proposal, and to comply with all terms, conditions and requirements set forth in the RFP and documents contained herein.
- 3. Respondent affirms that Respondent has not given, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
- 4. A corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 5. Respondent certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- 6. Respondent represents and warrants that:
 - a. Respondent is a reputable company regularly engaged in providing contractor services necessary to meet the terms, conditions and requirements of the RFP.

- b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP.
- c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
- d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the construction agreement under which Respondent will be required to operate.
- e. Respondent, if selected by the Owner, will maintain insurance and bonds as required by the construction agreement.
- f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 7. Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's submission.
- 8. Respondent certifies that no relationship, whether as relative, business associate, by capital funding agreement or any other similar relationship exists between Respondent and a trustee or administrator of the Owner, and Respondent has not been an employee of the Owner within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.
- 9. Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.
- 10. Respondent represents and warrants that Respondent will comply with the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 11. Respondent certifies that Respondent will comply with all applicable federal laws and regulations pertaining to Equal Employment Opportunities.
- 12. Respondent certifies it's understanding that, should Respondent be selected for the Project: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Offeror or vendor agrees that the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Specifically: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this procurement and resulting contract and the Offeror agrees that any resulting contract can be terminated if the Offeror knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the Project is One Million Dollars (\$1,000,000.00) or more, the Offeror agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Universal Academy for the duration of the contract; (2) promptly

provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Universal Academy; and (3) on completion of the contract, either: (a) provide at no cost to the Universal Academy all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Universal Academy.

- 13. Respondent certifies its understanding that, pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at \$100,000 or more and if the Offeror has at least ten (10) full time employees, then the Offeror, by its execution of any resulting agreement with Universal Academy, represents and warrants to the Universal Academy that the Offeror does not boycott Israel and will not boycott Israel during the term of any resulting agreement. This section does not apply to a sole proprietorship.
- 14. By signing, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Offeror certifies that the individual or business entity named is not ineligible to receive the specified payments and acknowledges that any resulting agreement may be terminated and payment withheld in this certification is inaccurate.
- 15. Respondent verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Offeror has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any contract with Universal Academy.
- 16. Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at \$100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to Universal Academy that the Offeror does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.
- 17. Pursuant to Texas Government Code Chapter 2274, if the contract is valued at \$100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to Universal Academy that the Offeror does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the contract. This provision does not apply to sole proprietorships.
- 18. In compliance with Chapter 2252 of the Texas Government Code, Offeror certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Offeror also certifies that for the length of any resulting contract with Universal Academy, Offeror will not engage in any business with Iran, Sudan, or any foreign terrorist organization.
- 19. By submitting a response to this RFP, Respondent agrees to waive any and all claims it has or may have against Universal Academy and its Board members, employees and officers, including, but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.
- 20. By submitting a proposal, it is agreed that such proposal shall be valid and not withdrawn for a period of ninety (90) days from the date of opening.

- 21. Proposer understands and agrees that issuance of this RFP does not commit Universal Academy to award a contract or pay any costs incurred in the preparation of a response to this request.
- 22. Universal Academy reserves the right to waive any formality and to reject any or all proposals.

The Respondent must complete, sign and return this Execution of Offer as part of their Proposal. Failure to sign and return this form will subject the Proposal to rejection by the Owner.

Respondent's Name:	
Respondent's State of Texas Tax Account No.:	
If a Corporation: Respondent's State of Incorporation:	
Respondent's Charter No:	
Identify each person who owns at least 25% of th	ne Respondent's business entity by name:
(Name)	
(Name)	
Submitted and Certified By:	
(Respondent's Name)	(Title)
(Street Address)	(Telephone Number)
(City, State, Zip Code)	(Fax Number and/or E-mail)
(AUTHORIZED SIGNATURE)	(DATE)

ATTACHMENT 'L'

ARCHITECT'S SPECIFICATIONS AND DRAWINGS

Contact Andrea Butcher for Attachment L <u>Andrea.Butcher@universalacademy.com</u>

SECTION V – PROPOSAL FORM/COST FORM

IDENTIFICATION OF OFFEROR AND ACCEPTANCE OF TERMS

IMPORTANT: By such signature, Offeror agrees to strictly abide by the terms, conditions, and specifications set out in the Request for Competitive Sealed Proposal.

Address:		
Phone No.:	Fax:	Date:
Signature:		
PROPOSAL:		
\$		Amount in figures)
. ,		
	_:	Amount in figures)
\$		Amount in figures)
\$UNIT PRICES:		S ,
\$ UNIT PRICES: ADDENDA: Undersign	ed acknowledges receipt o	G
\$	ed acknowledges receipt o	f Addenda:
\$UNIT PRICES: ADDENDA: Undersign (Nos. & Dates) REVIEW OF MODIF! The Proposer certifies	ied acknowledges receipt o	f Addenda: OCUMENTS AIA A101—2017 and AIA A201-