Solicitation

RFP No. 2025-03 - Iowa Park Industrial Building #2, Volume 2

City of Iowa Park Economic
Development Corporation
103 N. Wall Street
Iowa Park, TX 76367

A non-mandatory Pre-proposal Conference will be held on **November 11, 2025** at **10:00 AM** CST

Questions may be submitted until close of business day on **November 12, 2025** at **5:00 PM** CST

Competitive Sealed Proposals submission deadline is **November 20th, 2025** at **2:00 PM** CST

Competitive Sealed Proposals received after the time and date set for submission will be marked late and unopened, and returned upon request.

For Information regarding this Request for Proposals (RFP):
Contact: Joseph Ross, AIA

Joseph A.Ross, Architect Inc.
900 8th Street, Wichita Falls, Texas 76301
Phone: (940) 781-0479
Email: **joe_ross@ross-a.com**

TABLE OF CONTENTS

1) REQUEST FOR COMPETITIVE SEALED PROPOSALS 1
2) SCOPE OF WORK 2
3) SUBMISSION REQUIREMENTS 3
4) EVALUATION / SCORING CRITERIA 3
5) FORM OF PROPOSALS 4
6) TERMS AND CONDITIONS 4
7) SPECIAL PROVISIONS & REQUIREMENTS 6
8) ATTACHMENT A- OFFEROR'S PROPOSAL FORM 8
9) ATTACHMENT A-1 – PROPOSER INFORMATION QUESTIONAIRE 12
10) ATTACHMENT A-2 – INSURANCE REQUIREMENTS 16
11) ATTACHMENT A-3 – BOND REQUIREMENTS 17

12) ATTACHMENT A-4 – CONTRACT REQUIREMENTS 18
13) ATTACHMENT A-5 – PREVAILING WAGE RATES 19

Instructions to Proposers

I. REQUEST FOR PROPOSALS

The City of Iowa Park Economic Development Corporation (Owner) will receive Competitive Sealed Proposals for the "Iowa Park Industrial Building, Spec. Building #2 Project in accordance with the plans and specifications prepared by Joseph A. Ross, Architect Inc (Architect) on October 29, 2025.

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the date and time of the deadline. Any proposal may be withdrawn prior to the scheduled time for opening. The City of Iowa Park may reject any and all proposals.

This procurement will comply with applicable City policies and State of Texas law, including Texas Government Code Title 10, Subtitle F, Chapter 2269, Subchapter D: Competitive Sealed Proposal Method. The Owner will select the successful proposer that offers the best value based on the published Evaluation Criteria and ranking.

The Project Budget for the Base Bid is $ 3,395,000.00

The Project is subject to sales tax.

Contract Time is of the essence and all Work shall be substantially completed no later than (reference Attachment A) calendar days from written Notice to Proceed.

II. SCOPE OF WORK

Scope of work includes approximately 40,000 sf new construction, single-level industrial building, Type II-B Construction, Storage occupancy, fully sprinklered, with steel pre-engineered metal building frame. Exterior wall and parapets include metal panels, with aluminum framed glass exterior storefront assemblies with membrane roof. Site work includes paving, fine grading, utilities and other Work indicated in the Contract Documents Project is located at 220 Industrial Circle, Iowa Park, Texas.

III. PROPOSAL SUBMISSION REQUIREMENTS

A. Submissions:

1. Proposals must be submitted in a SEALED ENVELOPE identified on outside as referenced below to the Owner and with the date and time of the deadline, with Proposer's name and address. Failure to submit Proposal in this matter may subject Proposer to disqualification. **Proposal may be delivered in person to the Iowa Park City Hall, Office of the City Secretary, Attn: Janice Newman, or by Express Mail or delivery service to:**

   City of Iowa Park
   ATTN: Janice Newman, City Secretary
   103 N. Wall
   Iowa Park, TX 76367

Label on the outside of the envelope or package must state:

"Sealed Proposal for Iowa Park Industrial Building #2; Deadline 11/20/2025 at 2:00pm"

It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE PROPOSER.

a. Opening of Proposals

The Owner will open and read aloud the name and proposal amounts of the firms submitting proposals on **November 20, 2025** at **2:00 pm local time** (the "Opening Deadline") at the City of Iowa Park City Council Room, located at 103 N. Wall, Iowa Park, Texas 76367.

IV. SCORING CRITERIA

After receipt of the timely submitted proposals, the Owner will use the following weighted scoring criteria in the proposal ranking process. Only the information included in the Responses to this Solicitation will be used to rank the proposals.

1	**PROPOSAL PRICE**	60 points
2	**FINANCIAL CAPACITY, RESOURCES AND STABILITY**	10 points
3	**PAST PERFORMANCE ON COMPARABLE PROJECTS**	20 points
4	**CONTRACTOR'S PROPOSED PERSONNEL**	10 points
	TOTAL	100 points

Submission of a proposal indicates Proposer's acceptance of the evaluation criteria and weighting contained in the solicitation as well as Proposer's recognition and acknowledgement that subjective judgments must be made by the selection committee during the evaluation.

V. FORM OF PROPOSALS

In order to expedite the evaluation of proposals, responses will be organized in the sequence provided below. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the proposal. **Five (5)** sets of the proposal response are required, including one original set. This set should be labeled " ORIGINAL" and contain original signatures. The remaining sets are to be copies of the original and are to be labeled "COPY".

Respondents must provide the information requested in the Proposal with a maximum 40-page limit and formatted as follows:

Tab 1: Offeror's Proposal Form (RFP Attachment A)
Tab 2: Proposer Information Questionnaire, (Attachment A-1)
Tab 3: Firm's Financial Capacity
Tab 4: Firm's Past Performance on Comparable Projects
Tab 5: Contractor's Proposed Personnel
Tab 6: Felony Conviction Notification (Attachment B)
Tab 7: Certificate of Interested Parties, Form 1295 (Attachment C)
Tab 8: Proof of Insurance and Surety Letter for Bonds
Tab 9: Other Documentation

1) **Proposer Information Questionnaire and Proof of Insurance and Bonding (not included in the Page count)**

- Complete and submit Proposer Information Question Attachment "A-1"
- Provide Confirmation that commercial general liability insurance, and workers' compensation will be provided within five (5) days of notification of contract award, Attachment "A-2".
- Confirmation that payment and performance bonds will be provided within ten (10) days of notification of contract award, Attachment "A-3".

VI. TERMS AND CONDITIONS OF RFP

1. Prevailing Wages Rates

The Proposer's attention is called to the fact that no less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rage must be paid on this Project. Works on the Project shall be paid not less than the prevailing wage rates including fringe benefits, as published by the Department of Labor (DOL). (See Attachment A-5)

2. Responsiveness

To be deemed responsive, Proposals must be prepared thoroughly, be responsive to the requirements and criteria contained in the RFP, demonstrate an ability to meet the requirements of the project and conform to the material terms and/or conditions of the RFP, all as determined solely by the Owner. The Owner may reject a Proposal if it is materially incomplete, takes excessive exceptions to terms and/or conditions of the RFP requirements, all as determined solely by the Owner.

3. Rights and Reservations of the Owner

In connection with this procurement process, the City of Iowa Park reserves all rights (which rights shall be exercisable by the City of Iowa Park at its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

A. The right to cancel, withdraw, postpone or extend the RFP in whole or in part at any time prior to the award of the Agreement without incurring any obligations or liabilities.

B. The right to issue a new RFP or to revise and modify, at any time prior to the RFP submittal date, information included in the RFP including but not limited to the dates set

or projected and factors to be considered in evaluating RFPs and the responsibilities of the Proposers.

C. The right to modify the procurement schedule.

D. The right to waive deficiencies, informalities and irregularities in a proposal.

E. The right to suspend and terminate the procurement process or to terminate evaluations of proposals received at any time.

F. The right to correspond with the Proposers or any other source that has the potential to provide additional information, or to clarify or improve understanding of proposals at any time.

G. The right to request an interview with any or all Proposers during the RFP evaluation period.

H. The right to appoint and change appointees of any selection committee.

I. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.

J. The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to this RFP.

K. The right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the RFP.

L. The right to conduct an independent investigation of any information, including prior experience identified in a proposal by contacting project references, accessing public information, contacting independent parties or any other means.

VII. SPECIAL PROVISIONS AND REQUIREMENTS

Collusion: By submission of a Response, the Respondent certifies, and in the case of joint submission each party certifies as to its own organization, that in connection with any cost proposal submitted by the firm, the prices which are quoted are not the product, direct or indirect, of any collusion with any other firm, and have not been knowingly disclosed by the firm directly or indirectly to any other firm prior to submission to the Owner.

Addenda: Any changes resulting from the questions submitted affecting the scope of work, or which may require an extension to the solicitation due date will be reduced to writing in the form of an addendum to this solicitation. Addenda may be viewed at www.iowapark.com. It is the Respondent's responsibility to check the above site to determine if the Owner has issued any addenda. Addenda will be issued no later than five (5) business days prior to the solicitation due date.

Taxpayer Identification Form: Prior to the execution of a contract for these services, the selected company will complete a Request for Taxpayer Identification Number and Certification Form (IRS

Form W-9). The Owner will not make payment against the contract until it has received the properly completed form.

Certificate of Interested Parties: A business entity entering into a contract with the City of Iowa Park is required by the Texas Government Code §2252.908, to complete Form 1295 "Certificate of Interested Parties" located at https://www.ethics.state.tx.us/filinginfo/1295/. Form 1295 will be required from the successful proposer before the contract is signed.

Project Security:

A. Reference (Attachment A-3)

Payment and Performance Bonds:

A. Reference (Attachment A-3)

Insurance:

A. Reference (Attachment A-2)

Conflict of Interest: The Owner may not accept a proposal or award a contract with firm who is currently under contract or who has received compensation to participate in preparing the specifications of any other work for which this solicitations is based. The Owner will be conducting a thorough review of the participations of each proposed team, and their potential conflicts as part of the evaluation process. Participants found to be in conflict must be replaced upon the request of the Owner.

Offeror acknowledges that it is informed that Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City of Iowa Park, shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the District; or (2) submits to the District an application, response to a request for proposals, correspondence, or another writing related to a potential agreement with the District. The conflict-of-interest questionnaire form is available from the Texas Ethics Commission at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. Offeror shall complete, sign and submit the CIQ as part of your response.

Exhibits and Attachments: All exhibits and attachments included in this Solicitation are incorporated herein for all purposes.

Contract:

1) The successful firm will be required to enter into a written contract with the Owner. Reference Attachment "A-4".

Miscellaneous:

1) Respondent certifies its 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 City of Iowa Park 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 City of Iowa Park; and (3) on completion of the contract, either: (a) provide at no cost to the City of Iowa Park 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 City of Iowa Park.

2) 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 City of Iowa Park, represents and warrants to the City of Iowa Park 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.

3) Respondent represents and warrants to City of Iowa Park that Respondent is not an abortion provider or an affiliate of an abortion provider. (Texas Government Code §2273.003).

4) 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 the City of Iowa Park.

5) 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 the City of Iowa Park 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.

6) 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 the City of Iowa Park 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.

7) 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 City of Iowa Park, Offeror will not engage in any business with Iran, Sudan, or any foreign terrorist organization.

End of Section.

RFP Attachment A

OFFEROR'S PROPOSAL FORM

For: RFP No. 2025-03 -Iowa Park Industrial Building #2, Volume 2.
City of Iowa Park Economic Development Corporation (Owner)
Joseph A. Ross, Architect Inc. Project No. 24025

Proposal submitted by:_ _____ (Company Name)

_____ (Address)

_____ (Address)

_____ (Phone)

_____ (Alternate Phone)

_____ (Primary Contact)

PART I: COST PROPOSAL:

1.1 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Offeror ("Bidder"), having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by The City of Iowa Park Economic Development Corporation and/or Joseph A. Ross, Architect Inc. ("Architect") and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____Dollars ($_____).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 00 43 23 "Alternates Form."

1.2 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish payment and performance bonds as specified within 10 ten days after a written Notice of Award, if offered within 60 sixty days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. _____ Dollars ($_____).

In the event Owner does not provide a Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.3 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts with the Bidder for the portions of the Work indicated:

1. Mechanical: _____.

2. Electrical: _____.

3. Plumbing: _____.

4. PEMB Fabricator and Installer_____.

1.4 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect/Owner, and shall fully complete the Work within the following Substantial Completion Dates:
1. Base Bid: 360 calendar days.

Project is subject to Liquidated Damages of $100.00 per calendar day.

1.5 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Proposal:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

This Offeror’s Proposal Form is to be submitted with the Offeror’s additional documents in response to **RFP No.2025-03 -Iowa Park Industrial Building #2**

PART II: ADDITIONAL DOCUMENTS

This Offeror's Proposal Form contains the following documents, the contents of which are incorporated by reference:

- Attachment A-1: Proposer Information Questionnaire
- Attachment A-2: Insurance Requirements
- Attachment A-3: Bond Requirements
- Attachment A-4: Contract Requirements
- Attachment A-5: Prevailing Wage Requirements

RFP SCHEDULE (Recap)	
Pre-Proposal Conference:	**10:00 A.M. CST on Tuesday November 11, 2025**
Submission Deadline & Opening:	**2:00 P.M. CST on Thursday November 20, 2025**
Anticipated Proposal Award:	**5:30 P.M. CST on Tuesday December 2, 2025.**

PART III: EXECUTION

Offeror represents to the Owner and Architect the following:

1. The information provided herein is true, complete, and accurate to the best of the knowledge and belief of the undersigned.

2. The undersigned has full authority to execute this response on behalf of the Company.

3. The Offeror has thoroughly read, understands, and will comply with all aspects and requirements of this Offeror's Proposal Form (including its Attachments A-1 through A-5, inclusive) and the requirements of the above described Request for Proposals.

4. The following documents are included with this Offeror's Proposal Form:

    a. Bid Bond in the amount of 5% the Proposal Amount;
    b. The information and/or responses required by the Proposer Questionnaire/Attachment A-1,
    c. Insurance Requirements/Attachment A-2
    d. Bond Requirements/Attachment A-3
    e. Contract Requirements/Attachment A-4.
    f. Prevailing Wage Rate Requirements/Attachment A-5.

WAIVER OF CLAIMS: THE RESPONDENT BY SUBMISSION OF ITS PROPOSAL WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE CITY OF IOWA PARK, ITS EMPLOYEES AND OFFICERS, AND AGAINST THE ARCHITECT, ITS CONSULTING ENGINEERS, OR ANY OTHER CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND PARTNERS, CONNECTED WITH OR ARISING OUT OF THE RFP, THE PROPOSAL, PROPOSAL ADMINISTRATION, PROPOSAL EVALUATION, PROPOSAL RECOMMENDATION, THE AWARD OF THE CONTRACT, AND/OR THE REJECTION OF ANY OR ALL PROPOSALS. SUBMISSION OF THIS PROPOSAL INDICATES THE RESPONDENT'S ACCEPTANCE OF THE EVALUATION CRITERIA AND METHODOLOGY, AND RESPONDENT'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY CITY OF IOWA PARK DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RESPONDENT ACKNOWLEDGES THAT THE EVALUATIONS AND SELECTION SHALL BE MADE ON THE BASIS OF BEST VALUE AND THE RESPONDENT WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED ENTITIES AND PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Respectfully submitted,

_____
Offeror Name

By: _____
Signature of Authorized Offeror Representative

_____
Printed Name Title

Address: _____
Street

_____
City Zip

Phone: _____

E-mail: _____

PART IV: ADVISORY NOTES:

1. It is to be understood by all parties that the Owner reserves the right to accept or reject any and all proposals or any combination thereof proposed for the work.

2. It is to be understood by all parties that upon Owners' acceptance/award of a proposal by the City of Iowa Park, the Proposer will be required to execute a contract and provide the insurance and bonds as set out in this RFP.

Attachment "A-1"

Proposer Information Questionnaire

If this document is not submitted with the proposal, the proposal may be considered non-responsive.

Name of Company: _____

Primary/Principal Office Address: _____

Telephone Number: _____

Email Address: _____

Form of Ownership (check one):

____ Corporation State Incorporated/ Registered _____/ Date Incorporated/ Registered _____
____ LLC
____ Joint Venture
____ Partnership: If partnership, select one of the following: ( ) Limited or (.) General
____ Individual/Sole Proprietor

Company has been in business since: _____

List of Partners, Principals, Corporate Officers or Owners:

Name & Title

List of Corporate Directors:

Name & Title:

A. General Information

1. Is your Company authorized and/or licensed to do business in Texas? Yes No

2. Have you had any contracts terminated for default or other performance reasons? Yes No

   If yes, explain: _____

3. Has your company or its partners, principals, corporate officers or owners been convicted of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to public officials? Yes No

   If yes, has the conviction occurred within the three (3) years immediately preceding either the date of submission of a bid/proposal, or the date of award of contract?

   If yes, explain: _____

4. Is your company or its partners, principals, corporate officers or owners involved in pending investigation or criminal prosecution of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to public official? Yes No

   If yes, explain: _____

Financial

1. Have you or the Company ever had a bond or surety canceled or forfeited? Yes No

2. Has the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes No

3. Project Security –Proposer shall be required to submit a Letter of Intent from Proposer's surety verifying the Proposer's ability to provide performance and payment bonds each for 100% of the Contract amount, a bid bond and documenting the commitment from its surety to provide such bonds. Proposers must submit a bid security in the amount of five (5%) percent of the Proposal amount in the form of an approved Bidder's Bond.

Certifications

1. Proposer certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the proposal. Yes No

2. **NON-COLLUSION CERTIFICATION:**

   A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's proposal? Yes No

      1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation,
      2. That your cost proposal is genuine and is not collusive,
      3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm, or person to submit a collusive or sham proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your proposal.

4. The prices listed in your proposal are fair and proper and are not affected by any collusion, conspiracy, or unlawful agreement on the part of your company or anyone acting on its behalf.

B. Firm's Financial Capacity, Resources and Stability

1. Describe your firm's available resources, including total number of employees, number and location of offices, and type of equipment available to support this project.

2. Describe the work in progress your organization currently has under contract, provide name and location of project, name of the owner, name of the architect, the nature of your selection for the project, services provided by your company, contract amount and scheduled completion date.

3. Identify three financial references which can verify the financial stability of the company. One of the references should be your current banking organization. Provide a point of contact, with phone number and email address for each reference.

4. Indicate whether your company is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date, details, circumstances, and prospects for resolution.

C. Past Performance

1. Provide three projects for which proposer has provided services similar to the scope of work outlined in this RFP within the last 5 years. Include a brief description of services provided, scope of work, dates of service and contract amount.

2. Has the proposer performed work for City of Iowa Park within the last 5 years? Yes No

   If yes, list projects: _____

D. CONTRACTORS PROPOSED PERSONNEL

1. Provide qualifications/resumes of all personnel identified in the Team Organization Chart and to be assigned to the project, including overall experience, school district or other government experience, and prior experience in proposed role, registrations, certifications, and years with the firm. Indicate experience of the proposed personnel working as a team on previous residential projects.

   At a minimum, provide a full resume (educational, professional, work related history) of all key personnel including:
   1) Firm/Team's highest-ranking officer, or highest-ranking officers with direct oversight of this project (whichever is more relevant);
   2) The highest-ranking officer of each of the Respondent's key team members (if any);
   3) Proposed Designated Representative;
   4) Proposed Project Manager; and
   5) Proposed Project Superintendent.

2. Provide a brief summary of any appropriate factors about the qualifications of company or company's team members, that you believe are relevant to the consideration of you (and your team member's) qualifications for the Project, that has not been disclosed in answers to the questions and requests listed above.

I, _____, as _____
Name of Individual Title & Authority

Of _____, declare under oath

That the above Statements, including any supplemental responses attached hereto, are true and correct, and that the representations made herein are accurate to the best of my knowledge and are based upon a diligent search of records. I further acknowledge that any failure to conduct a diligent search or to make a full and complete disclosure may result in cancellation of my contract by the City of Iowa Park, and possibly debarment.

_____
Signature

_____
Date

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

Attachment "A-2"

Insurance Requirements

Insurance: The proposer must provide commercial general liability insurance covering its activities in at least the coverage amounts listed below, with the aggregate applying to this Project only. Owner must be named as an additional insured. The successful respondent must provide builder's risk / property insurance for the Project in the amount of the full contract sum. Owner must be named as am additional loss payee on the insurance. The successful respondent must provide workers compensation insurance for its employees at statutory limits. Automobile liability insurance must be provided for all motor vehicles involved in the Project in at least the minimum amounts listed below. The insurance requirements are further detailed in the contract.

For services performed on Owner's property, Contractor shall furnish to Owner Certification of Insurance as set forth below prior to the commencement of any work hereunder and shall provide and maintain such coverage during the full term of the Agreement and thereafter, as required.

Worker's Compensation	at statutory limits including all liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability	$1,000.000.00 each accident $1,000,000.00 each employee $2,000,000.00 policy limit
Commercial General Liability, including bodily injury, personal and advertising injury, property damage,	$2,000.000.00 each occurrence. $4,000,000.00 aggregate
Comprehensive Auto Liability – covering vehicles owned, and non-owned vehicles used by the Contractor	$500,000.00 per accident, for bodily injury, death, property damage
Builder's Risk Insurance	Contractor shall maintain Builder's Risk Insurance or Installation Insurance on an all-risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by Owner. Owner shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted rule 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rules applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rules implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rules are set forth in the General Conditions A201, as modified by the Owner.

Attachment "A-3"

Bond Requirements

Project Security:

A. With the submission of the Proposal and as an attachment to the Proposal, Proposer is required to submit a Letter of Intent from Proposer's surety verifying the Proposer's ability to provide performance and payment bonds each for 100% of the Contract amount, and documenting the commitment from its surety to provide such bonds.

B. The bonds must be issued by a surety legally authorized to do business in the State of Texas.

C. Proposers must submit a bid bond in the amount of five (5%) percent of the amount of the Contract amount in the form of an approved Bidder's Bond underwritten by a surety authorized to conduct business in the State of Texas.

Payment and Performance Bonds: Payment and performance bonds as required by Texas law will be required from the successful bidder/proposer in 100% of the amount of the Contract Sum. The bidder/proposer must deliver the performance and payment bonds to the Owner not later that the 10th day after the execution of the contract.

Attachment "A-4"

FORM OF AGREEMENT AND GENERAL CONDITIONS

B. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

1. AIA Document A101-2017 "Standard Form of Agreement between Owner and Contractor where the basis of payment is STIPULATED SUM", as modified by the Owner.

   The General Conditions for Project are AIA Document A201-2017 "General Conditions of the Contract for Construction", as modified by the Owner.

2. The General Conditions are incorporated by reference.

Attachment "A-5"

PREVAILING WAGE RATES

GENERAL
SUMMARY

In the execution of the Contract for this project, the Proposer must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety, minimum wage and prevailing wage rates requirements under Chapter 2258 of the Texas Government Code.

The General Contractor and each Subcontractor who performs Work under this Contract must pay not less than the rates described herein to a worker employed by it in the execution of the Work.

A General Contractor or Subcontractor who violates these provisions shall pay to the Owner $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 herein.

The General Contractor and each Subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the General Contractor or Subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

The records shall be open at all reasonable hours to inspection by officers and agents of Owner.

In the event of a complaint of a breach of these requirements by General Contractor or a Subcontractor, Owner shall have the right to make a determination as provided by law, and to retain any amount due under the contract pending a final determination of the violation.

DEFINITIONS

Base Per Diem Wage Rates: Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts, type of workers, or mechanics is the product of (a) number of hours worked per day, except for overtime hours, times (b) respective Rate Per Hour.

Multipliers for Overtime Rates: Over 40 hours per week: The "general prevailing rate for overtime work" for the crafts, type of workers, or mechanics is one and one-half times the respective Rate Per Hour.

Multipliers for Holiday Rates: For legal holidays, the "general prevailing rate of per diem wage" for the various crafts, type of workers, or mechanics is the product of (a) one and one-half times the respective Rate Per Hour times (b) the number of hours worked on the legal holiday.

The prevailing wage rates for this Project are the rates applicable to Wichita County, Texas established by the U.S. Department of Labor which are in effect on the date of this RFP.

"General Decision Number: TX20250274 03/14/2025

Superseded General Decision Number: TX20240274

State: Texas

Construction Type: Building

County: Wichita 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)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

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

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ELEC0681-002 06/01/2024

	Rates	Fringes
ELECTRICIAN		
Excluding Low Voltage Wiring	$ 28.09	3.5%+9.95
Low Voltage Wiring Only	$ 30.44	3.5%+10.10

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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* SUTX2014-052 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.04	0.00

CARPENTER (Acoustical Ceiling
Installation Only).....$ 14.00 ** 0.00

CARPENTER, Excludes
Acoustical Ceiling
Installation, and Form Work.....$ 13.02 ** 0.56

CEMENT MASON/CONCRETE FINISHER...$ 15.32 ** 0.00

FORM WORKER.....$ 13.99 ** 0.23

INSULATOR - MECHANICAL
(Duct, Pipe & Mechanical
System Insulation).....$ 19.77 7.13

IRONWORKER, REINFORCING.....$ 12.27 ** 0.00

IRONWORKER, STRUCTURAL.....$ 22.16 5.26

LABORER: Common or General.....$ 10.05 ** 0.00

LABORER: Mason Tender - Brick...$ 11.36 ** 0.00

LABORER: Mason Tender -
Cement/Concrete.....$ 10.58 ** 0.00

LABORER: Pipelayer.....$ 12.49 ** 2.13

LABORER: Roof Tearoff.....$ 11.28 ** 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 ** 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 ** 3.33

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 16.03 ** 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and
Spray).....$ 14.45 ** 0.00

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 13.75 ** 0.00

SHEET METAL WORKER (HVAC Duct
Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 21.13 6.53

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

the requestor considers relevant to the issue.

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

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

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END OF GENERAL DECISION"