

# REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR

# RFQ #2024-002- BANQUETE ISD BOND 2024 ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR VARIOUS PROJECTS

ISSUED BY:

# **BANQUETE INDEPENDENT SCHOOL DISTRICT**

Closing Date: 10/08/2024 2:00PM CST

Statements of Qualification must be submitted via e-mail with subject line:

"RFQ #2024-002— Banquete ISD Bond 2024 Design Services for Various Projects" and shall bear the name and address of the Respondent.

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# **SOLICITATION SCHEDULE**

The following is the anticipated solicitation schedule, including a brief description of milestone dates:

Solicitation Milestone	Proposed Date
RFQ Issued	09/20/2024
RFQ Pre-Proposal Meeting	9/26/2024 10 AM
Deadline for Questions from Respondents	09/27/2024 5 PM
Answers to Respondent Questions	10/02/2024
RFQ Submittal Deadline	10/08/24 @ 2:00 PM
Interviews (if needed)	10/9/24-10/15/24
School Board Approval of Rankings	10/16/24

NOTE: Owner reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFQ.

#### REQUEST FOR QUALIFICATIONS ARCHITECT/ENGINEER PROFESSIONAL SERVICES

#### **Banquete ISD**

#### **Bond 2024 Design Services for Various Projects**

RFQ #: 2024-002

# **SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS**

#### 1.1 GENERAL INFORMATION:

Banquete Independent School District (herein Banquete ISD) (Owner) is soliciting statements of qualifications (Qualifications) for the selection of a Project Architect (s) for the design of various projects within the 2024 Banquete ISD Bond

- 1.1.1 This RFQ is for the selection of a Project Architect and Engineering Design Team. The RFQ provides the information necessary to prepare and submit Qualifications. Owner will rank the Qualifications in the order of "most highly qualified" for each Project based on demonstrated competence, qualifications and the published selection criteria.
- 1.1.2 Upon ranking determination, Owner may interview a short list of Architects to make the determination for negotiating a contract with the selected Respondent (s).
- 1.1.3 Owner reserves the right to award the Projects (s) to one or more firms depending on qualifications for each project. The Architectural firm (s) that contract with the District for the services set out herein must be capable of beginning work with the District in accordance with an agreed schedule for the Projects (s).
- 1.1.4 Interested architectural firms are asked to submit a statement of their competence and Qualifications, stating which one or more of the projects the architectural firm wants to be considered as the Project Architect and Engineering Design Team. Each of the Projects is described further as follows:
  - 1) New Educational Facilities- Junior High School (potential budget \$30,500,000.00)
  - 2) New Educational Facilities- CTE Renovations/Expansion (potential budget \$5,000,000.00)
  - 3) Reinvestment of Systems (potential budget \$6,945,000.00)
    - a. District Systems (roofing, HVAC, drainage)
    - b. Shade structures at Elementary
    - c. Upgraded Elementary Playground
  - 4) Safety and security upgrades (potential budget \$1,000,000.00)
  - 5) Athletic facility upgrades (potential budget \$5,000,000.00)
    - a. Baseball facility improvements
    - b. Softball facility improvements

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# 1.2 TYPE OF AGREEMENT:

Any contract resulting from this solicitation will be in the form of the agreement between Owner and Project Architect (B101-2017 Standard Form of Agreement Between Owner and Architect) as modified by the Owner.

# 1.3 <u>CLARIFICATIONS AND INTERPRETATIONS:</u>

Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued by Owner/Owner's Representative as an addendum. All such addenda will be issued by Owner/Owner's Representative before Qualifications are due and its receipt shall be acknowledged by Respondent and incorporated into its Qualifications. It is the responsibility of all Respondents to obtain this information in a timely manner.

Interpretations or clarifications in any other form, including oral statements or explanations, will not be binding on the Owner/Owner's Representative and should not be relied on in preparing Qualifications.

# 1.4 SUBMISSION OF QUALIFICATIONS:

Owner will receive submissions on or before the time and in the manner described below. Respondent is instructed to sign and submit the following electronic documents with its response. The RFQ response shall be organized in accordance with Section 6. If Respondent fails to complete and return all required documentation the Owner/Owner's Representative may reject the response.

#### 1.4.1 PROPOSAL SUBMISSION:

Qualifications must be received by Owner Representative on or before the Submittal Deadline and shall be delivered by email to the Owner's Representative. Respondents shall deliver submissions to:

Owners Representative:
Attn: Kendra Hickman
AG|CM Field Operations Manager
khickman@agcm.com

The proposals should clearly indicate the firm name of the Respondent. Submit documentation by email.

- 1.4.2 Qualifications that are received after the Submittal Deadline will be considered non-responsive and the Respondent will be notified. The Point-of-Contact identified in Section 1.5 will determine the official time clock. Respondents are encouraged to submit as early as possible and verify receipt of the submission.
- 1.4.3 Owner will not acknowledge or receive Qualifications that are delivered by telephone or facsimile (fax)
- 1.4.4 Responsive Qualifications will not be returned to Respondents.

#### 1.5 RFQ POINT-OF-CONTACT AND RESPONDENT QUESTIONS:

Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact and questions regarding this RFQ to written communications delivered to the Point- of-Contact (i) in accordance with this section and the requirements of the RFQ no later than 5:00 PM 09/27/2024.

Owners Representative:

Kendra Hickman

AG|CM Field Operations Manager

khickman@agcm.com

Respondent shall make no contact concerning this RFQ with other Banquete ISD personnel.

Responses to the questions are anticipated by **10/02/2024**. Owner intends to respond to all timely submitted questions. However, Owner reserves the right to decline to respond to any question.

# 1.6 **EVALUATION OF QUALIFICATIONS:**

The evaluation of the Qualifications shall be based on the evaluation criteria as described in this RFQ. All responsive Qualifications will be reviewed, evaluated, and ranked by the Owner/Owner's Representative and established representatives. **Responses to this RFQ shall not include any information regarding Respondent's fees, pricing, or other compensation.** 

Note that Qualification statements are used for the primary purpose of shortlisting qualified firms and the interview process may be the final determination for a finally selected firm.

# 1.7 OWNER'S RESERVATION OF RIGHTS:

Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. Owner reserves the right to divide the Project into multiple parts to reject all Qualifications and re-solicit; or to reject all Qualifications and temporarily or permanently abandon the Project. Although the Owner currently intends to attempt to negotiate a contract at a fair and reasonable price with the entity that it determines to be the "most highly qualified" and, if a satisfactory contract cannot be negotiated, formally end negotiations, select the next most highly qualified respondent, and attempt to negotiate a contract with that respondent at a fair and reasonable price, the Owner reserves the right to end all negotiations and re-solicit or otherwise select an Architect in accordance with Chapter 2254 of the Texas Government Code. Owner makes no representations, written or oral, that it will enter into any form of Agreement with any Respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

#### 1.8 ACCEPTANCE OF EVALUATION METHODOLOGY:

By submitting its Qualifications in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "most highly qualified" Respondent(s) will require subjective judgments by Owner/Owner's Representative.

# 1.9 NO REIMBURSEMENT FOR COSTS:

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

#### 1.10 ELIGIBLE RESPONDENTS:

Only individual firms or lawfully formed business organizations that are licensed and registered by the State of Texas may submit. Owner will contract only with the individual firm(s) or formal organization(s) that submits a Qualification.

#### 1.11 REQUIRED NOTICES OF INSURANCE COVERAGE:

The selected firm will submit the following Certificates of Insurance (COI) naming the Banquete ISD as the certificate holder; Banquete ISD will be named additional insured on General Liability Certificates. The selected firm will be required to supply the insurance certificate(s) prior to the start of the project. Additional and more specific requirements concerning insurance and COI's will be included in the contract that will be agreed upon between the selected firm and the Owner. The selected firm agrees to provide insurance policy or contracts for insurance, when requested, in addition to Certificates of Insurance.

Types of Insurance		Limits of Liability	
1.	Worker's Compensation	All liability arising out of Architect's employment	
	(including Waiver of	of workers and anyone for whom Architect shall	
	Subrogation Endorsement)	be liable for Worker's Compensation claims.	
		Worker's Compensation is required and no	

		" I I I I I I I I I I I I I I I I I I I
		"alternative" form of insurance shall be
		permitted.
2.	Commercial General	Firm shall provide and maintain Comprehensive
	Liability	General Liability Insurance protection including
		coverage with a limit not less than:
		\$1,000,000 Each Occurrence
		\$2,000,000 General Aggregate
		Firm shall require sub-consultants to provide
		General Liability Insurance with same limits.
3.	Automobile Liability	\$1,000,000.00 Combined single limit
4.	Professional Liability	
	Insurance	
	Architect:	\$1,000,000.00 per claim and
		\$2,000,000.00 in the aggregate
	Architect's Consultants	\$1,000,000.00 per claim and
	Architect's Consultants	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate

# 1.12 STATE REGISTRATION OF ARCHITECTURE FIRMS:

Respondents are advised that Banquete ISD requires that any firm or business entity providing architectural services, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners, Austin, Texas, has jurisdiction over individuals licensed under the Architects' Registration Law. A sole proprietor doing business under his/her name must be registered with the Texas Board of Architectural Examiners.

# 1.13 STATE REGISTRATION OF ENGINEERING FIRMS:

Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation, or joint stock association.

(End Section)

#### **SECTION 2 – EXECUTIVE SUMMARY**

# 2.1 PROJECT DESCRIPTION AND SCOPE:

Banquete ISD is seeking design services for the 2024 Bond Program supporting the educational environment of students, faculty and staff. Banquete ISD intends to utilize design services for (1) or more of the following projects:

- 1) New Junior High School (potential budget \$35,500,000.00)
- 2) Reinvestment of Systems (potential budget \$6,945,000.00)
  - a. District Systems (roofing, HVAC, drainage)
  - b. Shade structures at Elementary
  - c. Upgraded Elementary Playground
- 3) Safety and security upgrades (potential budget \$1,000,000.00)
  - 4) Athletic facility upgrades (potential budget \$5,000,000.00)
    - a. Baseball facility improvements
    - b. Softball facility improvements

(End Section)

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#### **SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

Respondents shall carefully read the information contained in the following criteria and submit complete Qualifications to all questions in Section 3- 5 formatted as directed in Section 6. Incomplete Qualifications will be considered non-responsive and are subject to rejection.

- 3.1 **Required Qualifications.** Firms submitting statements of qualifications must be represented by a professional Architect licensed to practice in the State of Texas and able to provide a professional Architect to attend meetings of any official nature concerning the Project, including but not limited to qualifications, Scope Meetings, Review Meetings and other meetings as may be required for the Project administration through final acceptance of the completed Project.
- 3.2 **Evaluation of Qualifications Statements**. The Owner shall select the most highly qualified Respondent based on demonstrated competence and qualifications. In determining the most highly qualified Respondent, the Owner will consider the following evaluation criteria. All responsive Qualifications will be reviewed, evaluated, and ranked by the Owner/Owner's Representative and established representatives. Evaluation will be based on the Respondent's Qualifications Statement provided in response to this RFQ. The District will evaluate the submitted Qualifications Statements and will qualify and rank each response submitted based on the following evaluation criteria and weights:

1.	Qualifications, Team, and Experience. Demonstrated firm experience in functional design of high quality and cost-effective new construction, renovation, MEP projects in School Districts and other similar projects. Strong background in contract management, facility assessment, cost estimation, obtaining necessary permits, coordination with local agencies/authorities and public involvement. Experience with CSP and CMAR delivery methods.	60 Points
2.	Commitment to the Projects, Success of the District's Program and Availability. The firm's overall plan for allocating personnel resources to the Projects, including lead personnel and team to see the projects through to completion. Demonstrated availability of time to devote to the District's Project (s), given current commitments of the firm.	20 Points
3.	Project Approach and Resources. Strong team work ethic and cooperation both within the firm and outside of the firm with contractors, consultants, and Owner. A proven firm and/or team capable of providing creative, functional, flexible, and technologically sound design solutions with an economy of means and within the project budget. Capability of the firm in the areas of support personnel, technical staff and the spectrum of services to be offered to District. The firm's overall plan for meeting the District's needs and requirements, management ability and demonstrated ability to	20 Points

effectively serve its clients on prior projects. References and project descriptions are requested.	

#### **SECTION 4 – 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 QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

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

- 4.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ 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 RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
  - 4.1.1 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
  - 4.1.2 By signature hereon, Respondent represents and warrants that:
    - 4.1.2.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
    - 4.1.2.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
    - 4.1.2.3 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;
    - 4.1.2.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate;
    - 4.1.2.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;

- 4.1.2.6 All statements, information and representations prepared and submitted in response to this RFQ 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.
- 4.1.3 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ 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 Qualifications.
- 4.1.4 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed 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.
- 4.1.5 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

# 4.1.6 Execution of Offer: Banquete ISD RFQ 2024-002

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form may subject the submittal to disqualification.

Respondent's Name:	
Respondent's State of Texas Tax Accour (This 11-digit number is mandatory)	nt No:
If a Corporation:	
Respondent's State of Incorporation:	
Respondent's Charter No:	
Identify by name, each person who ow entity:	ns at least 25% of the Respondent's business
(Name)	
(Name)	
(Name)	
(Name)	<u> </u>
Submitted and Certified By:	
(Respondent's Name)	(Title)
(Street Address)	(Telephone Number)
(City, State, Zip Code)	(Email Address)
(AUTHORIZED SIGNATURE)	(DATE)

# **SECTION 5 – GENERAL QUESTIONNAIRE**

Qualifications must include responses to the questions contained in this <u>General Questionnaire</u>. Respondent should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Respondent should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Respondent will explain the reason when responding N/A or N/R.

5.1	Respo	ndent Profile	
	5.1.1	Legal name of Respondent company:	
		Address of principal place of business:	
		Address of office that would be providing service under the Agreement:	
		Number of years in business:	
		Type of operation (Corporation, Partnership, etc.):	
		Number of employees by skill group:	
		Name of Parent Corporation, if any	

NOTE: If Respondent is a subsidiary, Owner prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

- 5.1.2 Provide a brief history of Respondent's firm, also include availability and commitment of the Respondent, its principal(s), and assigned professionals to undertake the Project.
- 5.1.3 Provide resumes for all proposed team members including past project experience, total experience, and relevant ISD experience.
- 5.1.4 Respondent will provide a copy of financial statements for the past three (3) years, as well as a financial rating of the Respondent entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Respondent.
- 5.1.5 Is Respondent currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Respondent will explain the expected impact, both in organizational and directional terms.
- 5.1.6 Respondent will provide any details of all past or pending litigation or claims filed against Respondent that would affect its performance under the Agreement with Banquete ISD (if any).
- 5.1.7 Is Respondent currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Respondent will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 5.1.8 Provide a claims history under professional malpractice insurance for the past five (5) years for Respondent and any team members proposed to provide professional architectural or engineering services.
- 5.1.9 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Respondent and any employee of Banquete ISD. If yes, Respondent will explain.

(End Section)

#### SECTION 6 – FORMAT FOR STATEMENT OF QUALIFICATIONS

# 6.1 GENERAL INSTRUCTIONS:

- 6.1.1 Qualifications shall be prepared simply and economically, providing a straightforward, concise description of Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 6.1.2 Qualifications shall be a MAXIMUM OF (50) PAGES. The cover, table of contents, divider sheets, and the Execution of Offer do not count toward the page limit.
- 6.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and are subject to rejection.
- 6.1.4 Qualifications and any other information submitted by Respondent in response to this RFQ shall become the property of the Owner.
- 6.1.5 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 6.1.6 Owner makes no representations of any kind that an award will be made as a result of this RFQ. Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 6.1.7 Qualifications shall consist of information noted in the evaluation criteria contained in Section 3 and answers to questions identified in Section 3 and 5 of the RFQ. It is not necessary to repeat each question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 6.1.8 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Respondent to the information noted in the evaluation criteria contained in Section 3 and questions identified in Section 3 and 5 of this RFQ will be used by Owner for evaluation.
- 6.1.9 Failure to comply with all requirements contained in this RFQ may result in the rejection of the Qualifications.

# 6.2 <u>FORMATTING:</u>

- 6.2.1 RFQ shall be submitted as a PDF Formatted document via email prior to due date and time and organized as follows with a labeled blank divider form in between sections:
  - Cover Page
  - Table of Contents
  - Qualifications, Team (Including Resumes), and Experience
  - Commitment of current projects
  - Project Approach
  - Insurance Certificates
  - Financial Statements

- Execution of Offer
- General Questionnaire
- Signature Page and Declaration of Compliance
- 6.2.2 Number all pages of the response sequentially using Arabic numerals (1, 2, 3, etc.).
- 6.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with a bookmark for ease of reference.

#### SECTION 7 – SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

Check ( $\checkmark$ ) the box that indicates business structure of Response	ondent.
☐ Individual/Sole Proprietorship ☐ Partnership or Joint (State Type)	
The undersigned certifies that (s)he is (title) of the Resauthorized to sign this Statement of Qualifications (if a Co Copy of resolution attached) for and on behalf of the enauthorized to execute same for and on behalf of and bip provided for in the Proposal as required by this RFQ, and Agreement on behalf of Respondent, if awarded, and that for the entity, if any, is:	orporation then by resolution with Certified tity, if any, named below, and that (s)he is not said entity to the terms and conditions if has the requisite authority to execute an
11-digit Comptroller's Taxpayer Number	Employer Identification No.
Respondent Organization Name	
Ву:	
Printed Name:	
Title:	<u> </u>
Ву:	
(If Respondent is a Joint Venture, an authorized signaturequired.)	re from a representative of each party is
Printed Name:	
Title:	

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Qualifications, on which our Qualifications Statement is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Qualifications.

By signing and executing this Qualifications Statement, I further certify on behalf of my organization and represent to the Banquete ISD that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by **TEXAS PENAL CODE ANN. § 218**, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this Qualifications Statement; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Banquete ISD

concerning this Qualifications Statement on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this proposal; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Banquete ISD in return for the person having exercised the person's official discretion, power or duty with respect to this Qualifications Statement; the Respondent certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Banquete ISD in connection with information regarding this Proposal, the submission of this Qualifications Statement, the award or performance of a contract in connection with this RFQ.