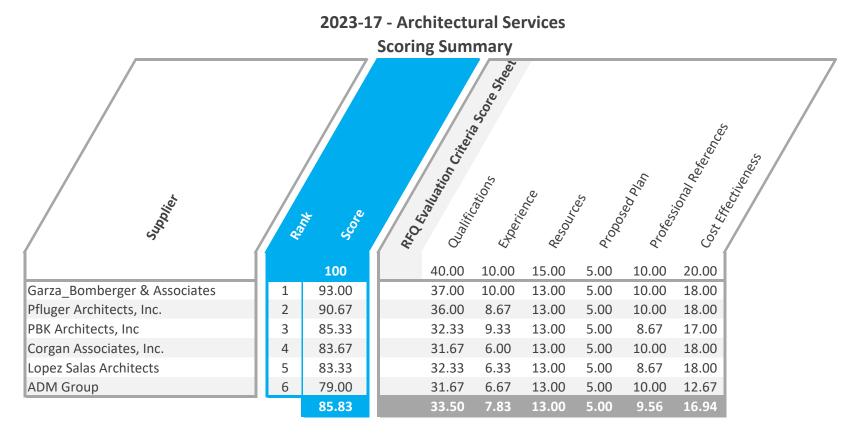


## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date:	March 27, 2024
Agenda Section:	Consent
Agenda Item Title:	Approval of RFQ 2023-17 Architectural Services
From:	Tony Kingman, CFO
Additional Presenters if Applicable:	N/A
Description:	The South San Antonio Independent School District (District) has requested proposals from interested, qualified firms to assist with Architectural services.
Historical Data:	Former RFQ 2021-02 Architectural Services will soon expire, therefore new RFQ will replace the previous contract.
Recommendation:	Recommend to Board of Trustees to approve Garza and Bomberger Associates as the awarded firm presenting the most qualifying criteria based on the information submitted in their proposal.
Purchasing Director and Approval Date:	Victoria Cantu, March 19, 2024
Funding Budget Code and Amount:	
Goals:	3. SSAISD will implement program initiatives and activities that reflect a commitment to preparing 100% of students for post-secondary educational or career paths.



Evaluators	
Cantu, Victoria	
Kingman, Tony	
Rocha, Andy	



## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

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Recommendation:	Recommend to Board of Trustees to approve Pfluger Architects and Garza and Bomberger Associates as the awarded firms presenting the most qualifying criteria based on the information submitted in their proposal.
Purchasing Director and Approval Date:	Victoria Cantu, March 19, 2024
Funding Budget Code and Amount:	
Goals:	3. SSAISD will implement program initiatives and activities that reflect a commitment to preparing 100% of students for post-secondary educational or career paths.



## RFP 2023-17 Architectural Services Bid Timeline (can be subjected to change)

Friday, February 9, 2024	<b>1st advertisement on Express Newspaper</b> (Per Texas Education Code, bidding opportunities are to be posted on the local newspaper at a minimal of 2 days, in a two week period)
Friday, February 16, 2024	<b>2nd advertisement on Express Newspaper</b> (Per Texas Education Code, bidding opportunities are to be posted on the local newspaper at a minimal of 2 days, in a two week period)
Wednesday, February 28, 2024 2:00 pm	<b>Vendor Questions due on Ionwave</b> (Interested vendors have the opportunity to ask questions regarding the bidding opportunities as it pertains to the scope of work, bid details, etc. All questions are to be submitted on Ionwave for public view)
Friday, March 1, 2024 5:00 pm	Addendum due (Vendor questions are to be answered by this given date. All responses are posted on Ionwave for public view)
Tuesday, March 5, 2024 2:00 pm	Bid Opening 1450 Gillette Blvd San Antonio, TX 78224
	(Committee Members are to refer to their invite sent via outlook calendar. The purpose of the Bid opening is to disclose the names of the proposals received. Interested Vendors must submit proposals by this given date)
March 6-9, 2024	Evaluation Meeting SSAISD Administrative Building, Board Room 101 1450 Gillette Blvd
	(Committee members will meet to discuss and score proposals received. Depending on the number of submissions received, an additional meeting will be needed. Laptops are needed.
March 27, 2024	Recommendation(s) made to Board of Trustees SSAISD Board Meeting



2023-17

## **Architectural Services**

Issue Date: 2/9/2024 Questions Deadline: 2/28/2024 02:00 PM (CT) Response Deadline: 3/5/2024 02:00 PM (CT)

## **Contact Information**

Contact: Victoria Cantu Director of Procurement Address: Procurement Office 1450 Gillette Blvd. San Antonio, TX 78224 Phone: (210) 977-7025 x3018 Email: victoria.cantu@southsanisd.net

## **Event Information**

Number: Title: Type: Issue Date: Question Deadline: Response Deadline: Notes:	2023-17 Architectural Services Request for Qualifications 2/9/2024 2/28/2024 02:00 PM (CT) 3/5/2024 02:00 PM (CT) The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "Architectural Services."
	This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Qualifications. Services required shall be determined solely by the needs of the District on a "as needed" basis.
	The contract shall be valid for one (1) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties. Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

## **Bid Activities**

## **Bid Opening (Location Details Listed)**

Bid Opening |RFQ 2023-17 Architectural Services Tuesday, March 5, 2024 2:00

**SSAISD** Administrative Offices

1450 Gillette Blvd

San Antonio, TX 78224

## **Bid Attachments**

#### SSAISD Terms and Conditions\_.pdf

SSAISD Terms and Conditions

3/5/2024 2:00:00 PM (CT)

Download

Certificate of Interested Parties_1295.pdf	Download
Vendor Required Document	
Conflict of Interest_SSAISD_2023.pdf	Download
Vendor Required Document	
Edgar Certification.pdf	Download
Edgar Certification	
Reference Sheet.pdf	Download
Reference #1 (To be completed by reference with proposal)	
Reference Sheet.pdf	Download
Reference #2 (To be completed by reference with proposal)	
Reference Sheet.pdf	Download
Reference #3 (To be completed by reference with proposal)	
Reference_Sheet 4.pdf	Download
Reference #4 (To be completed by reference with proposal)	
Reference_Sheet 5.pdf	Download
Reference #5 (To be completed by reference with proposal)	
HB 89.docx	Download
HB Form	
SB 252 Verification Form.docx	Download
SB Verification Form	
Insurance Samplepdf	Download
Insurance Sample	
RFQ 2023-17_Architectural Services_Bid Documents.pdf	Download
Bid Documents	
Pricing Proposal_RFQ 2023-17 Architectural Services.pdf	Download
Pricing Proposal_RFQ 2023-17 Architectural Services	

## **Requested Attachments**

## South San ISD Terms and Conditions

(Attachment required) Must upload all pages to include signature on final Page

## Certificate of Insurance

(Attachment required)

refer to page 6 of the Terms and Conditions for limitations

## **Conflict of Interested Parties\_1295**

(Attachment required)

Must be completed and uploaded with proposal

## **Conflict of Interest Form**

(Attachment required)

Must be completed and uploaded with proposal

## Edgar Certification Form

(Attachment required)

Must be completed and uploaded with proposal

## Reference #1

(Attachment required)

Reference #1 To be completed by reference with uploaded proposal

## Reference #2

(Attachment required)

Reference #2 To be completed by reference with uploaded proposal

## Reference #3

(Attachment required)

Reference #3 To be completed by reference with uploaded proposal

#### **Reference #4**

(Attachment required)

Reference #4 To be completed by reference with uploaded proposal

#### Reference #5

(Attachment required)

Reference #5 To be completed by reference with uploaded proposal

## HB 89

(Attachment required)

Required to be uploaded with proposal

#### **SB 252 Verification Form**

(Attachment required)

Required to be uploaded with proposal

## **Pricing Sheet**

(Attachment required)

Must upload and completed Pricing template found in the attachments tab.

## SWMBE (HUB) Certifications

Upload Certificates here, if applicable.

## Statement of Qualifications, Experience, Certification

(Attachment required)

Summary of Qualifications, Experience, and a copy of certification/license.

#### Other Attachments as needed

## **Bid Attributes**

#### 1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. \*\*Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes\*\*

## 2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

#### Agree Disagree

(Required: Check only one)

3	Submission Response	
•	South San Antonio ISD prefers responses to be submitted online via our electronic system.	
	No fax or email submissions will be accepted.	
	For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518	
	Attention: Victoria Cantu, Director of Procurement South San ISD Administrative Offices 1450 Gillette Blvd San Antonio, TX 78224	
4	Communications Statement	
	Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.	
5	Vendor Required Attachments	
	Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.	
6	Proposal Opening	
	Proposal Openings are held:	
	SSAISD Administrative & Central Office 1450 Gillette Blvd San Antonio, TX 78224	
	Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.	
	If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.	

## 7 Section 2

# \*\*THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE\*\*

### 8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & amp; Comm. Code Chapter 15;

3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and

4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

🗌 I affirm

(Required: Check all that apply)

#### 9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, 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." Is your firm owned or operated by anyone who has been convicted of a felony?

🗌 Yes 🔲 No

(Required: Check only one)

## 1 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

## Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: \*The employer has contracted with district to provide services. \*The particular employee will have continuing duties relating to the contract with the district. \* The particular employee will have contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when \*they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

Agree Disagree (Required: Check only one)

<b>Bidder's</b>	Certification

1	Bidder's Certification
2	Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is 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, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. 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 greater of the following:
	(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a compar able contract in the state in which the nonresident's principal place of business is located; or
	(2) 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 a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: 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:
	(1) the state in which the nonresident's principal place of business is located; or
	(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as d efined in Texas Government Code Section 2252.001(4)?
	Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.
	Resident Proposer       Non-Resident Proposer         (Required: Check only one)
1	Non-resident Bidder's Certification
3	Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

1	SWMBE Certification
4	List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)
	Must attach Certificates on the "Responses Attachment" tab
	(Required: Maximum 4000 characters allowed)
4	
15	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.  I Agree (Optional: Check if applicable)
1	Debarment or Suspension Certification
16	Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors 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.
	(I) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency under the Federal OMB, A-102, common rule.
	Failure to certify will render bidder non-responsive and will not be considered for award.
	Agree Disagree (Required: Check only one)
1 7	No Israel Boycott Certification
7	Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and
	(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.
	(Required: Check if applicable)

1	No Excluded Nation or Foreign Terrorist Organization Certification	
8	Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)	
	Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.	
	Agree       (Required: Check all that apply)	
1 9	Form 1295 - Certificate of Interested Parties	
9	Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application. www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm	
	The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.	
	Please note the following: Box 2: Please enter South San Antonio_ ISD Box 3: Please use South San Antonio ISD's solicitation (bid) number <b>RFP# South San Antonio</b> as the identification number being requested and the contract name as description of goods or services.	
	A <b>new</b> form must be completed upon each renewal.	
	Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.	
	Yes       No         (Required: Check only one)	
20	Vendor Employment Certification	
U	For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;	
	1) Has its principal place of business in the State of Texas; <b>OR</b>	
	2) employs at least 500 persons in Texas.	
	If you are not a Texas based business, do you have more than 500 employees in Texas?	
	Texas Based Business Not Texas Based Business, more than 500 employees	
	Not Texas Based Business, less than 500 employees (Required: Check only one)	
2	No Deviations or Exceptions	
1	I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.	
	Agree       Disagree         (Required: Check only one)	

2	Deviations and Exceptions
2	If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.
	The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE
	(Required: Maximum 4000 characters allowed)
23	Purchasing Cooperative
3	Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).
	(Optional: Maximum 4000 characters allowed)
ſ	

# 2 Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.

## **Supplier Information**

Company Name:	
Contact Name:	
Address:	
-	
-	
Phone:	
Fax:	
Email:	
Supplier Note	S

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature





Request for Qualifications South San Antonio Independent School District RFQ 2023-17

# SOUTH SAN ANTONIO ISD

March 5, 2024



GARZA BOMBERGER & ASSOCIATES architects + planners 5545 fredericksburg rd, suite 100 san antonio, tx, 78229 p. 210.349.7000 • www.gbarch.net • JFlores@GBArch.net



## TITLE PAGE - SSAISD ARCHITECTURAL SERVICES **SECTION 1 - LETTERS**

## SECTION 2 - FIRM INFORMATION

- Firm name, addresses, and telephone numbers of all firm offices.
- Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
- Years firm has been in business. .
- Names of principals in firm.
- Primary contact.
- Organizational description. ٠
- Description of firm's philosophy.

## SECTION 3 - GENERAL COMPANY HISTORY / QUALIFICATIONS

- A brief history of the Architect & the services routinely provided in-house on municipal (or related) building projects.
- An organization chart that explains team member responsibilities. .
- The resumes of all persons to be assigned to the project with their prospective roles identified.
- Documentation that the firms on the Architect's team (architects and engineers) are registered in the State of Texas.

## SECTION 4 - FINANCIAL AND LEGAL STATUS

- Describe the general financial capability of the Respondent. If requested during the selection or negotiation process a financial statement and balance sheet may be required to be submitted by the proposer.
- List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
- List all litigation against or involving the firm or its agents or employees with respect to any work performed.
- All insurance coverage that the firm has which would be applicable to the work.

#### SECTION 5 - EXPERIENCE AND REFERENCES

- Discussion of Architect's experience in working with Government Agencies.
- List of all representative public school district (and Governmental) projects, whether ongoing or completed, including references with the last 3 years. Please begin with projects in Texas. For each, please provide: Project name and location; Year completed; Short description of project; Names, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project; Names, addresses and telephone numbers of general contractor and engineer; Design and construction cost and whether or not it was within the project budget; Construction time and whether or not it was completed on time; List of all projects currently under contract.

#### SECTION 6 - MANAGEMENT AND ORGANIZATIONAL APPROACH

- Please describe your firm's understanding of the project or services requested.
- Describe how the firm will organize to perform the services.
- Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, School board members, staff and users.
- Provide procedures for assisting in the development of project scheduling, coordination of consultants, guality and cost control.
- Describe the architectural team's approach to communication with the City and Construction Manager. ٠
- Description of Architect's approach to code analysis and jurisdictional approvals.

## GARZA/BOMBERGER & ASSOCIATES

5545 Fredericksburg Rd, Ste 100, San Antonio, TX 78229 Jorge Flores, AIA | P: (210) 349-7000 | March 05, 2024





59

32

30

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4

18

# TITLE PAGE - SSAISD ARCHITECTURAL SERVICE

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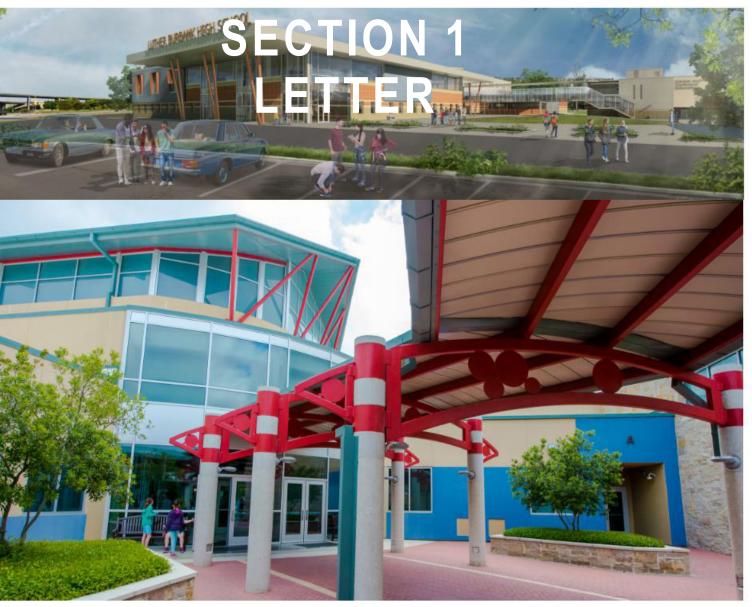




SOUTH SAN ISD RFQ 2023-17

March 5, 2024







# LETTER

March 05, 2024

South San Antonio Independent School District Attn: Victoria Cantu, MPA, Director of Procurement 1450 Gillette Blvd. San Antonio, TX 78224

RE: RFQ #2023-17, ARCHITECTURAL SERVICES

Dear Ms. Cantu,

Garza/Bomberger & Associates (GBA) is pleased to be considered for the architectural services for South San Antonio Independent School District. GBA values this opportunity to update the vision and function of existing structures to better serve our clients for many more decades to come.

Throughout GBA's history, we have specialized in education at all levels. This specialty requires the highest attention to detail, a uniquely trained staff and a system with stringent quality control. We have designed hundreds of teaching spaces for all levels which includes the most advanced concepts for teaching. Additionally, the design of labs, classrooms, research and related facilities has been a significant part of our firm's history and experience.

The point-of-contact for SSAISD throughout the project will be Jorge Flores, AIA as Principal of the firm. Mr. Flores will also serve as one of the District's Construction Administration Architects and be the single line of authority for any project. All team efforts will be managed by Mr. Flores as he will participate daily with a hands-on approach.

Depending on the number and scope of projects as well as the District's desired schedule, Gabriela Rodriguez, AIA, will be available to serve as Principal in Charge with Mr. Flores' coordination. In addition to these resources, GBA utilizes our principals for independent quality control reviews and for areas of specialization. This is one of the reasons why GBA has a spotless claims record.

We have the depth and resources to fulfill the District's work load and assemble the ideal team vested on the nature of each individual project. The average employment duration with GBA for the team members offered is in excess of 15 years.

We will provide continuous executive, technical and construction administration leadership throughout the duration of the projects. Our extensive record of repeat clients is a testament to the quality of our service and the value we place in our client relationships; this is the foundation of our 105 years in business.

If I can be of any assistance or provide further information, please do not hesitate to contact me directly.

Regards, Garza/Bomberger & Associates

Jorge Flores, AIA Principal







## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into this RFP/RFQ and incorporated into any formal written agreement between SSAISD and the successful Proposer(s).

CONTRACT TITLE:	RFQ 2023-17 Architectural Services
VENDOR:	Garza/Bomberger & Associates

#### AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS

The Request for Proposals/ Request for Qualifications, with all Addenda, those provisions in the proposal that are satisfactory to the District, and the District's Agreement form (s), which may include, but are not limited to a written contract, agreement letter or Purchase Order constitute the Agreement between the Supplier and the District (collectively, the, "Agreement").

#### NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.

To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) District's Agreement forms (written contract, agreement letter or Purchase Order as applicable), and (ii) RFP as provided by the District, to include all Addenda, and (iii) any Proposal provisions agreed to by the District. In the event that a project is awarded to a Supplier and the Supplier requests changes to the Agreement, the District reserves the right to cancel the award and re-award the project to an alternate Supplier(s).

In the event of a license agreement or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the District's discretion.

At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, Terms and Conditions are to remain in force during the transitional period. Renewal, if applicable, of the contract resulting from this RFP/RFQ will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of South San Antonio Independent School District, or its designee, reserve the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

Purchases made as a result of this RFP require the issuance of an official SSAISD Purchase Order from the District's Purchasing Department. All services provided without a Purchase Order <u>may be considered a donation to the District.</u>





## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

SSAISD reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a Purchase Order shall be communicated to the awarded supplier by the issuance of a Purchase Order change. Only an SSAISD Purchasing staff member may make a change to the Purchase Order by issuing and sending an updated Purchase Order to the awarded supplier.

Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Section 44.0411 and applicable SSAISD procedures and policies. Unless indicated otherwise in the Agreement, only the Director of Purchasing is authorized to make changes to the Agreement. If Supplier acts on the direction of a District employee that is not authorized to make changes, Supplier does so at their own risk or peril and risks termination of the Agreement for cause. Also, if a Supplier attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, the Supplier does this at their own risk or peril and risks termination of the Agreement for cause.

- <u>QUANTITY</u>: There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by SSAISD. However, the Supplier shall furnish all required goods and/or services to the District at the stated price, when and if required.
- 2. <u>NON-ASSIGNMENT</u>: The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from the District. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Supplier pursuant to this RFP.
- 3. <u>USE OF DISTRICT NAME OR LOGO(S)</u>: Supplier may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Director of Purchasing.
- 4. <u>AUTHORIZATION/PERMITS</u>: The Supplier must have and maintain during the term of the Agreement current licenses, permits, fees and similar authorizations required by the City of San Antonio, Bexar Country, and the State of Texas, where applicable, to conduct business and provide awarded goods and/or services to the District. Upon the request of the District, Supplier must provide copies of all such licenses, permits and fees as being paid for type of business they are seeking to provide to the District.

## 5. SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS: Pursuant to Sections 22.085

and 22.0834 of the Texas Education Code, Supplier hereby certifies that all employees, subcontractors and volunteers of the Supplier who are hired by Supplier on or after January 1, 2008, and who have continuing duties related to the contracted services; and who have or will have direct contact with students have passed a national criminal history background record information review as required by those sections.

Supplier shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record





## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Supplier must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Supplier must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Supplier has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this contract, or cancel the contract.

WARNING: Section 44.034 of the Texas Education Code requires that 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.

- 6. <u>CONFLICT OF INTEREST DISCLOSURE:</u> Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with South San Antonio ISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.
- 7. <u>CERTIFICATE OF INTERESTED PARTIES:</u> Effective January 1, 2016 all contracts executed by the South San Antonio ISD Board of Trustees', regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Additional information can be found at: <u>https://www.ethics.state.tx.us/filinginfo/1295/</u>
- 8. <u>SSAISD REQUIRED DOCUMENTS:</u> All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Forms within this document.





## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

9. SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION: The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier's invoices, authenticating the origin, Safety Data Sheet (SDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.

The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier's invoices, authenticating the origin, Safety Data Sheet (SDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.

SSAISD, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U. S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

## 10. CONFIDENTIAL AND PROPRIETARY INFORMATION:

The District and the Supplier may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-toknow basis, and (iii) use the disclosing party's Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.



## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

## 11. TEXAS PUBLIC INFORMATION ACT (TPIA):

Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. Proposers must clearly and conspicuously mark any pages of their RFP response when they feel are not subject to the TPIA as "PROPRIETARY AND CONFIDENTIAL." In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under the TPIA. Supplier acknowledges that it has the responsibility to file exceptions with the Texas

Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Supplier further acknowledges that pages of their RFP response not clearly marked as "PROPRIETARY AND CONFIDENTIAL" may be released as part of a TPIA request without notice to Supplier.

## 12. WORK MADE FOR HIRE:

All work resulting from this project shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and SSAISD retains sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Supplier's personnel in the course of performing the work.

- 13. <u>STUDENT CONFIDENTIALITY:</u> Supplier acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Any student information provided to Supplier shall be provided in compliance with the requirements and exceptions outlined in FERPA. Supplier must comply with said law and regulations and safeguard student information. Supplier may not disclose student information to a third party without prior written consent from the parent or eligible student. Supplier must destroy any student information received from the District when no longer needed for the purposes of the Agreement.
- 14. <u>INSURANCE</u>: Unless otherwise agreed to by SSAISD, the Supplier shall carry insurance with responsible carriers acceptable to SSAISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to SSAISD indicating compliance with this paragraph. With no intent to limit Proposer(s) liability or the indemnification provision set forth herein, the Proposer(s) shall provide and maintain certain insurance in full force and effect at all times during the term of this agreement and any extensions thereto.





## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

The insurance, at a minimum, must include the following coverage and limits of liability:

Coverage	Limit of Liability
Worker's Compensation and Employer's Liability	Statutory for Worker's Compensation
Employer's Liability or other alternative replacement or substitute coverage can be used in place of Worker's Compensation. Any proposal seeking to provide non- subscriber alternative to statutory Workers' Compensation must be reviewed and approved by the District	Bodily injury by accident \$1,000,000 (each accident)
Commercial General Liability	Bodily injury and property damage, combined limits of \$1,000,000 each occurrence and
Professional Liability	\$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability Insurance (Including employer's non- ownership and hire auto coverage)	\$1,000,000 combined single limit per occurrence

- A.) <u>FORMS OF POLICIES:</u> The insurance may be in one or more policies of insurance, the form of which must be approved by the District.
- **B.) INSURED PARTIES:** Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the District (and it's elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals during the term of the Contract.
- C.) <u>DEDUCTIBLES:</u> A policy may contain deductible amounts only if the District approves the amount and scope of the deductible. Proposer shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the District, its officers, agents, or employees.
- D.) <u>CANCELLATION</u>: Each policy must expressly state that it may not be cancelled, materially changed, or non-renewed unless thirty (30) days advanced notice of cancellation is given in writing to the District by the insurance company.

Proposer shall give written notice to the District within five (5) days of the date upon which total claims by any party against Proposer reduce the aggregated amount of coverage below the amounts required by the Contract.





## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

- E.) <u>SUBROGATION</u>: Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the District, its elected and appointed officials, officers, agents or employees.
- F.) <u>ENDORSEMENT OF PRIMARY INSURANCE</u>: Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.
- G.) <u>DELIVERY OF POLICIES</u>: All of the insurance required to be carried by Proposer hereunder shall be by policies that give thirty (30) days written notice to the District before they may be cancelled or materially changed. Within such thirty (30) day period, Proposer covenants that it will provide either suitable policy in lieu of those about to be cancelled or materially changed, so as to maintain in effect the coverage required. Failure or refusal of Proposer to obtain and keep in force the above required insurance coverage shall authorize the District, at its opinion, to terminate the Contract at once.
- 15. <u>TAXES:</u> SSAISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The District will supply tax exemption information upon request.
- 16. <u>INVOICES/PAYMENT</u>: SSAISD standard payment terms are net 30 days after receipt of goods/services AND invoice. Supplier may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Supplier's invoices should be sent to: South San Antonio Independent School District, Accounts Payable Department, 1450 Gillette Blvd.., San Antonio, Texas 78224, unless otherwise specified.

Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Supplier's invoices **must** contain the appropriate SSAISD Purchase Order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the Purchase Order. Invoices submitted without the correct Purchase Order number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

Invoices should be provided to the District in a timely manner. Supplier is requested to invoice the District within 30 days of providing goods and/or services to the District. In the event a Supplier presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.

17. <u>BONDING</u>: At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts for capital projects (\$100,000 for Performance Bond, and \$25,000 for Payment Bond). The District will determine the necessity of Performance and Payment Bond on a project by project basis. The Director of Purchasing will advise potential Proposers if a particular project requires bonding.





## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

- 18. <u>GOVERNING LAW:</u> Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Bexar, State of Texas, shall be an appropriate place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.
- 19. <u>RELATIONSHIP OF THE PARTIES</u>: It is understood and agreed that the Supplier is a separate legal entity from SSAISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of SSAISD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment

to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

- 20. <u>NO WAIVER OF IMMUNITY:</u> The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of SSAISD. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- **21.** <u>INDEMNIFICATION:</u> THE SUPPLIER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND SSAISD AND EACH OF IT'S RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY SSAISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH SUPPLIER'S PERFORMANCE OF THE AGREEMENT.

# All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.





## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

22. <u>NOTICE:</u> Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

#### To: Supplier's Contact Name and Address as listed in Form A

To: South San Antonio Independent School District Attn: Director or Procurement 1450 Gillette Blvd. San Antonio, Texas 78224

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

**SECTION HEADINGS:** The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

- 23. <u>THIRD PARTIES</u>: Nothing relating to this project shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against SSAISD or the Supplier(s). Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either SSAISD or the Supplier.
- 24. <u>TERMINATION:</u> The District reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause. SSAISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective. In the event of termination prior to completion of the Project, compensation shall be prorated on the basis of work actually performed, and the Supplier shall only be entitled to receive just and equitable compensation for any satisfactory work completed up to the date of termination, unless otherwise mutually agreed upon by District and Supplier.
- 25. <u>DEFECTIVE/NON-CONFORMING WORK</u>: If, following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, SSAISD may order the Supplier to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.

Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of SSAISD's order to stop further work, as set forth above, SSAISD may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to the Supplier.





## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

26. <u>DEFAULT CONDITIONS</u>: If the Supplier: (i) breaches any provision of the Agreement; (ii) becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), SSAISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five

(5) days prior written notice to the Supplier. SSAISD will then be relieved of all obligations, except to pay the reasonable value of the Supplier's prior performance, satisfactory to SSAISD (at a cost not exceeding the agreement rate and subject to any claims, costs and expenses incurred by SSAISD as a result of Supplier default). In the event of default, SSAISD is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternative source. The Supplier will be liable to SSAISD for all costs exceeding the Agreement price that SSAISD incurs in completing or procuring the services and goods as provided for in the Agreement. SSAISD's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

26. <u>WARRANTIES</u>: SUPPLIER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. SUPPLIER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S DIRECTOR OF PURCHASING.

## 27. USE BY OTHER GOVERNMENT ENTITIES:

The Texas Education Code 44.031 (a)(4) allows for government entitles: i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement.

In the event SSAISD allows another governmental entity to join the Agreement, it is expressly understood that SSAISD shall in no way be liable for the obligations of the joining governmental entity.

- 28. <u>UNENFORCEABLE SECTIONS</u>: If any portion of this RFP or any Agreement is deemed to be unenforceable, the remainder of the RFP and Agreement shall be construed as if such unenforceable provisions had never been contained therein.
- <u>SUBCONTRACTING</u>: The Supplier shall not subcontract services provided in this RFP without prior written approval by SSAISD.





## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

- 30. <u>WORK STOPAGE</u>: In no event shall SSAISD be liable or responsible to the Supplier or any other person for or on account of, any stoppage or delay in work.
- 31. <u>HAZARDOUS MATERIALS</u>: In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier's activities.
- **32.** <u>**BUSINESS ETHICS**</u>: During the course of the project awarded by this RFP, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of SSAISD, its authorized agents and representatives, or to family members of any of them. At any time the Supplier believe there may have been a violation of this obligation, the Supplier shall notify SSAISD of the possible violation. SSAISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to SSAISD's personnel or its authorized agents and representatives.
- **33.** <u>**BUSINESS CERTIFICATES/SSAISD TAXES**</u>: All individuals or entries entering into a contract with SSAISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership:
  - A.) Corporations: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.
  - B.) Partnerships and Joint Stock Companies, and Limited Liability Partnerships: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105 PARTNERSHIPS and JOINT STOCK COMPANIES, CHAPTER ONE- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED PARTNERSHIP ACT

Entities whether, Corporate, Partnership, or Sole Owner must be current on SSAISD Property Taxes: If commercial personal property is located within SSAISD's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22k Section 22.01 of the Texas "PROPERTY TAX CODE".

34. <u>ATTORNEY FEES</u>: In connection with SSAISD's defense of any suit against it and/or SSAISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any agreement, in which SSAISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, SSAISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.





## CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

## **ACKNOWLEDGEMENT CONFIRMATION PAGE:**

THIS PAGE CETIFIES THAT THE FOLLOWING REPRESENTATIVE HAS REVIEWED AND ACKNOWLEDGED TO ALL OF THE TERMS AND CONDITIONS LISTED IN ATTACHED SOUTH SAN ANTONIO ISD TERMS AND CONDITIONS .

Vendor Name:	Garza/Bomberger & Associates
Authorized Vendor Representative:	Jorge E. Flores
Address:	5545 Fredericksburg Rd., Ste. 100 San Antonio, TX 78229
Phone:	210-349-7000
Email:	JFlores@GBArch.net
SSAISD Bid #	RFQ 2023-17 Architectural Services



# SECTION 2 FIRM INFORMATION



# FIRM INFORMATION

March 05, 2024 **Firm Name:** Garza/Bomberger & Associates **Address:** 5545 Fredericksburg Rd., Suite 100, San Antonio, TX, 78229 **Telephone:** (210) 349-7000

Structure of Firm: PLLC

Years Firm has been in Business: Established 1919, 105 Years

List of Principals of Firm: Jorge E. Flores, AIA, NCARB, Roy Lewis, AIA, Gabriela Rodriguez, AIA, NCARB, LEED AP, Paul Rodriguez, AIA, LEED AP

Primary Contact: Jorge E. Flores, AIA, NCARB

Title: Principal Telephone: (210) 349-7000 Internet/Email Address: jflores@gbarch.net Title & Texas Registration Number: Registered Architect, Texas No. 22274

Secondary Contact: Gabriela Rodriguez, AIA

Title: Principal Telephone: (210) 349-7000 Internet/Email Address: grodriguez@gbarch.net Title & Texas Registration Number: Registered Architect, Texas No. 28893

#### **Organizational Description**

We have the depth and resources to fulfill the District's work load and assemble the ideal team vested on the nature of each individual project. The average employment with GBA for team members offered is in excess of 15 years.

There is one line of authority with the involvement of a firm's Principal in any project. All team efforts are managed by the GBA Principal in Charge. The Principal in Charge is backed by another Principal to ensure an unbroken line of command and service in all events.

As vested owners of the company, the Principals have a unique long view of client relation resulting in a great commitment that provides our clients substantial added value. The success of this can be seen in relationships between GBA and our clients.

The point-of-contact for SSAISD throughout the project will be Principal Jorge Flores, AIA. Mr. Flores will also serve as one of the District's Construction Administration Architects and be the single line of authority for any project. All team efforts will be managed by Mr. Flores as he will participate daily with a hands-on approach.

Depending on the number and scope of projects as well as the District's desired schedule, Principal Gabriela Rodriguez, AIA, will be available to serve as Principal in Charge with Mr. Flores' coordination. In addition to these resources, we utilize our principals for independent quality control reviews and for areas of specialization. This is one of the reasons why GBA has a spotless claims record.

Our key of schedule adherence for all projects is the development of an experienced design team that is consistent throughout the project. We identify the staff with the most appropriate experience, determine their current and future commitments and then develop a work plan that reflects actual project scope and schedule.



#### **Firm's Design**

Our Design Philosophy is based on the committed interaction of all participants. It is an open-minded and communicative undertaking that includes research, discovery, dialogue, reflection, and change. We support our Clients every step of the way – creating options, choosing images, organizing concepts and presenting various layouts for their consideration, in order to resolve identified design issues.

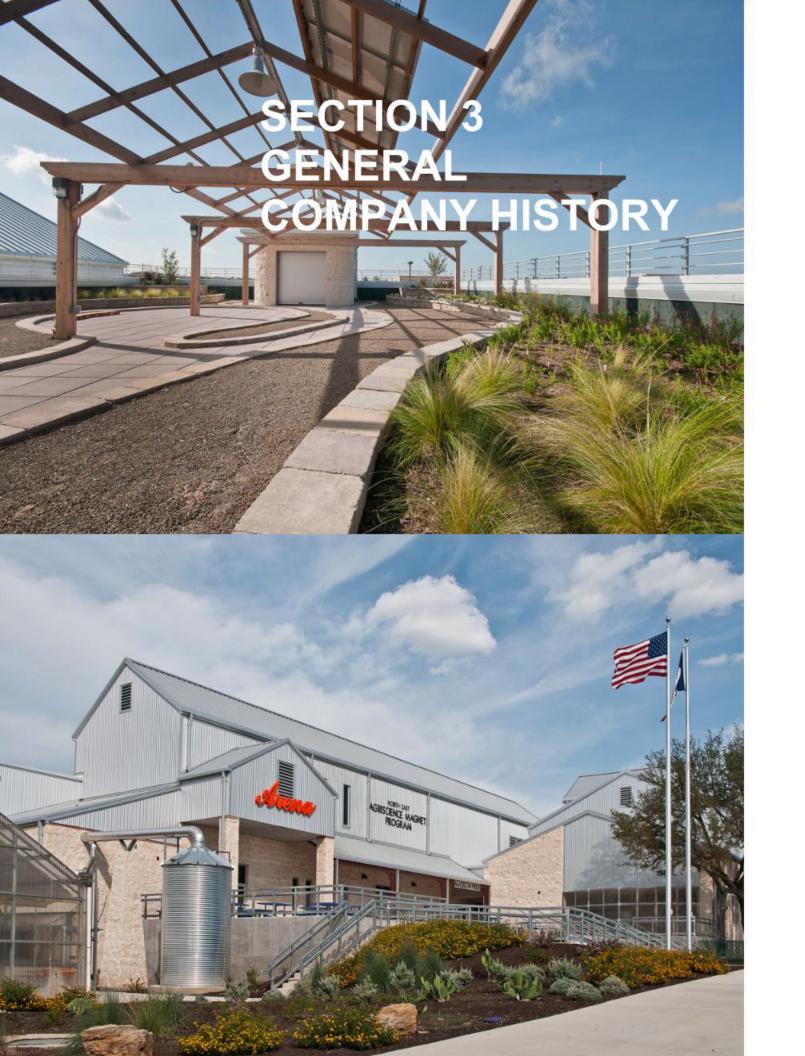
We are not looking for "projects", we desire "relationships". This is one of the differences between selling a product and providing "Professional Services". We will begin with an ongoing process of developing an understanding of the forces that make the South San Antonio Independent School District a unique culture with specific needs, values and priorities. This involves developing relationships with Staff and End Users, and examinations of current as well as projected needs. Only through this continuing process can we develop into contributors to the Community that is the South San Antonio Independent School District.

#### **Firm's Management Philosophy**

Management begins at the top. The philosophy of service at Garza/Bomberger & Associates (GBA) begins at the top. Each project is handled on a daily basis by one of the four Principals. Our Principals coordinate every aspect of the work. You will see the Principal-in-Charge involved from inception through design and construction progress and to close out and beyond; providing follow up services.

Good management begins with decisions on day one. The most important of these decisions is selecting a Team that is most conducive to the task at hand. In-office that means selecting staff best suited for each process from start to finish under the umbrella of the continuity of the Principal-In-Charge. When dealing with Consultants, that translates into working only with Consultants with whom we have solid track records and who understand our standards. We demand that each Consultant structure their office in a manner consistent with GBA's structure. That requires that each Consultant team be led by the Consultant's top leadership who works directly with GBA's Principal-in-Charge.





## GENERAL COMPANY HISTORY / QUALIFICATIONS

## A brief history of the Architect and the services routinely provided in-house on municipal (or related) building projects.

Former Company Name(s), in any, and Year(s) Established:

Name: Phelps & Dewees Architects	Year: 1919
Name: Phelps, Dewees & Simmons	Year: 1932
Name: Phelps & Simmons & Associates	Year: 1963
Name: Phelps & Simmons & Garza	Year: 1974
Name: Phelps/Garza/Bomberger	Year: 1983
Name: Garza/Bomberger & Associates (Current)	Year: 1997

Number of Employees in Firm: 15

Total Number of Employees in Firm (All Office Locations): 15

Architects: 5 Project Managers: 3 Production Staff: 3

Interior Designer: 1

Administration: 3

GBA has provided 105 years of service of full architectural designs. We hire external consultants as required for the project which include Code Review, Civil, Landscape, Architectural, Roofing, Food Service, Acoustical, Mechanical, Electrical, Plumbing, and Interior Design. Other less typical services include displays, 4d theaters, hurricane resistance structures, anti-corrosive structures (along coastal areas). We also help our clients to present the project to their board, communities, and staff by creating rendering boards, power point presentations and 3D models.



#### **EDUCATION:**

Universidad Autonoma de Mexico Bachelor of Arts in Architecture

## PROFESSIONAL REGISTRATION:

Registered Architect, Texas, No. 22274

Registered Architect, Mexico D.F., Mexico, No. 726882

## AFFILIATIONS & RECOGNITIONS:

National Council of Architectural Registration Boards (NCARB) No. 102687

#### YEARS EXPERIENCE:

40+ Years in Architecture

#### **CITY OF RESIDENCE:**

San Antonio, Texas



# JORGE FLORES AIA, NCARB

PRINCIPAL | GARZA/BOMBERGER & ASSOCIATES

Jorge Flores' qualifications includes over 40 years of experience in the architectural profession. He joined Garza/Bomberger & Associates (GBA) in 2006, after working as an architect in Mexico and as a Project Manager with another architectural firm in Central Texas that specialized in educational architecture. His work has been portrayed by our clients as being of the highest creativity, expertise and accuracy.

Jorge has been involved in a wide variety of projects from custom residential to multi-million dollar educational facilities. He is responsible for program development, building design, preparation of construction drawings and specifications, and construction administration. His first assignment at GBA was a very difficult and complex project: the completion of the final phase of the Roosevelt High School replacement for North East Independent School District.

#### **RELEVANT EXPERIENCE:**

South San Antonio Independent School District | San Antonio, Texas

- » Olivares Conversion to Admin Headquarters
- » West Campus Re-Opening
- » Athens Elementary School Re-Opening
- » Kazen Elementary School Re-Opening
- » South San Antonio High School Replacement
- » Academy of Health Sciences

#### San Antonio Independent School District | San Antonio, Texas

- » Burbank High School Campus Replacement
- » Fox Tech Remodel
- » Harris Middle School Renovation

#### Natalia Independent School District | San Antonio, Texas

- » Junior High Wing Replacement
- » Master Planning

#### North East Independent School District | San Antonio, Texas

- » Roosevelt High School Package V
- » Lee High School Additions and Renovations, Phase I & II
- » Agriscience Magnet Program in the Madison High School Campus (LEED Gold/CHPS)\*
- » Vineyard Ranch Elementary School (LEED Silver)
- » MacArthur High School Replacement
- » Serna Elementary School Additions and Renovations
- » Children Intervention Center (C.I.C.) New Alternative School
- » Canyon Ridge Elementary School
- » Wilderness Oak Elementary School
- » MacArthur High School JROTC, Science & Athletics Additions
- » Churchill HS Phase VI 'Old' Academic & C&T Replacement
- » Madison Agriscience Phase II

»

#### Northside Independent School District | San Antonio, Texas

- » Ralph Langley Elementary School
- Rayburn Middle School Additions and Renovations



## THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS

## Certifies that it has registered and authorized to practice in the State of Texas

Jorge Eduardo Flores as Architect

In testimony whereof this certificate has been issued by the authority of this board Registration No: 22274

Renewal of this registration is due February 28, 2025





#### **EDUCATION:**

5-year academic degree in Architecture, Universidad Autónoma de Nuevo León

## PROFESSIONAL REGISTRATION:

Registered Architect, Texas, No. 28893

NCARB No. 99793

Leadership in Energy and Environmental Design Accredited Professional

## AFFILIATIONS & RECOGNITIONS:

Great Designers Library at Beyond the Built Environment "Say it Loud"

#### YEARS EXPERIENCE:

17 Years

#### **CITY OF RESIDENCE:**

San Antonio, Texas



## GABRIELA RODRIGUEZ AIA, NCARB, LEED AP

PRINCIPAL | GARZA/BOMBERGER & ASSOCIATES

Gabriela Rodriguez's experience is comprised of a wide range of markets and industries including residential, healthcare and commercial building design with current focus on K-12 and vocational programs. She is an extremely talented design professional that is part of a new generation of visionary architects who understand the profound ways in which the built environment impacts student learning outcomes. She is recognized for having programmed, designed and managed some of the most complex and program-intensive K-12 projects at Garza/Bomberger & Associates.

Gabriela provides strategic leadership while maintaining a high level of design excellence. Her expertise is centered on planning and management of intricate school facilities, from the conceptual and planning phases through construction, delivering innovation throughout a user-centered design process collaborating with the project team members that delight clients, meet their functional needs, and exceed their expectations.

Among her most notable projects are the Garner Middle School Replacement projects for North East ISD, Burbank High School Replacement projects for San Antonio ISD, and South San Antonio High School Renovation project for South San Antonio.

#### **RELEVANT EXPERIENCE:**

North East ISD | San Antonio

- » Garner Middle School Master Planning
- » Garner Middle School Replacement 2011 Bond
- » Garner Middle School Replacement 2015 Bond
- » MacArthur High School Renovations
- » MacArthur High School Fine Arts
- » Madison Agriscience Facility Upgrades Phase II

#### Northside ISD | San Antonio

» Katie Reed Elementary School

#### San Antonio ISD | San Antonio

- » Burbank High School Replacement 2010 Bond
- » Burbank High School Replacement 2016 Bond
- » Burbank High School Replacement 2020 Bond \*

#### South San Antonio ISD | San Antonio

- » South San Antonio High School
- » South San Antonio Fourth & Fifth grade prototype study

#### Medina Valley ISD | Castroville

» Medina Valley ISD Master Planning

#### Natalia ISD | Natalia

- » Natalia ISD Needs Assessment
- » Natalia ISD Additions and Renovations

#### Broadway Bank Headquarters | San Antonio

» Broadway Bank Renovation



## THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS

## Certifies that it has registered and authorized to practice in the State of Texas

Gabriela Rodriguez Davila as Architect

In testimony whereof this certificate has been issued by the authority of this board Registration No: 28893

Renewal of this registration is due November 30, 2024

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#### EDUCATION:

Instituto Tecnologico de Nuevo Laredo

Tamaulipas, Mexico

Bachelor of Architecture and Civil Engineering 2001

#### YEARS EXPERIENCE:

15 Years | 2 with GBA

#### **CITY OF RESIDENCE:**

San Antonio, Texas

# ELIA PINEDO

#### **PROJECT MANAGER | GARZA/BOMBERGER & ASSOCIATES**

As a highly skilled and innovative architect, Elia Pinedo has a proven track record of delivering complex projects on time and within budget. She approaches every project with a fresh viewpoint and a deep passion for design and architecture, drawing on her vast understanding of building materials and construction techniques. Elia has excellent communication and leadership skills allowing her to work effectively with clients, contractors, and project teams. Her knowledge of design software and 3D modeling, as well as her ability to manage a team of production workers make her an invaluable asset to any project team.

#### **RELEVANT EXPERIENCE:**

Northside ISD | San Antonio

- » Rayburn Middle School
- » Sul Ross Middle School
- » Katie Reed Elementary School

#### Laredo ISD | Laredo

» Memorial Middle School

#### Diocese of Laredo | San Antonio

» Sacred Heart Children's Home Educational Center

#### Broadway Bank Headquarters | San Antonio

» Broadway Bank Renovation





#### **EDUCATION:**

Specialty in Regional Urban Planning, Bachelor of Arts in Architecture

Instituto Tecnologico de Jiquilpan, Michoacan, Mexico

#### PROFESSIONAL REGISTRATION:

Registered Architect, Mexico No.8474117

#### YEARS EXPERIENCE:

8 Years | 7 with GBA

#### **CITY OF RESIDENCE:**

San Antonio, Texas

# ALMA PARTIDA

PROJECT MANAGER | GARZA/BOMBERGER & ASSOCIATES

Alma Partida brings to Garza/Bomberger & Associates an ability to comprehend and develop overarching solutions to multi-dimensional planning challenges, at intimate scale and in the context of extensive master plans.

Alma is a graduate of Instituto Tecnologico de Jiquilpan (Michoacán, Mexico) where she received a Bachelor of Arts in Architecture, with a specialty in Regional Urban Planning. She is a certified professional in Mexico.

Alma's training and experience includes site documentation and master planning of facilities and urbanscapes. Her training and experience have developed a keen awareness, a unique insight and understanding into educational and commercial campus development and planning.

Alma's planning skills in combination with her graphic artistic skills result in not only exceptional design and problem solving but an almost unique ability to convey the information in forms and manners that demonstrate the ideas clearly and concisely.

#### **RELEVANT EXPERIENCE:**

South San Antonio ISD | San Antonio

- » Antonio Olivares Campus Renovation
- » West Campus High School Renovation

#### St. Lukes Baptist Hospital | San Antonio

- Renovation/Expansion NICCU
- » MRI Replacement
- » Bi-Plane Cath Lab Renovation
- » Gero-Psych Unit Renovation

#### Gregory-Portland ISD | Portland

» Agriscience Building

#### Southside ISD | San Antonio

- » Auditorium Addition/Renovation
- » New Agriscience Facility Building

#### San Antonio ISD | San Antonio

» Burbank High School Replacement 2016 Bond

#### Northside ISD | San Antonio

- » John Marshall High School Master Plan \*
- » John Marshall High School Library Renovation

#### **PREVIOUS EXPERIENCE:**

Arquitectura Interurbana S. C. | Guadalajara, Mexico

- » Torre Link Mixed Use Building
- » PIT II HINES, Industrial Building Renovation
- » Tech Park Business Center
- » Conjunto Tepeyac-Clouthier Mixed Use Building





## PROFESSIONAL REGISTRATION:

Construction Document Technologist (CDT)

Certified Construction Contract Administrator (CCCA)

#### YEARS EXPERIENCE:

25 Years | 14 with GBA

#### CITY OF RESIDENCE:

San Antonio, Texas

# MARISSA DUMAS CDT, CCCA

CONSTRUCTION CONTRACT ADMINISTRATOR | GARZA/BOMBERGER & ASSOCIATES

Marissa Dumas' analytical and detailed approach to the task of Construction Administration Accounting is a benchmark by which our clients judge other service providers. Marissa came to GBA in 2010 with 11 prior years of experience in the same arena of work with a local civil engineering firm. Marissa, wanting to excel at her trade pursued continuing education with university level accounting courses and task specific coursework through the Construction Specifications Institute (CSI). As a result, she is a CSI certified Construction Document Technologist (CDT) and a Certified Construction Contract Administrator (CCCA).

Marissa has a deep understanding of construction processes and language and interacts with the Contractors on the construction site and at the office. Her expertise serves the Owner by ensuring clear understanding of all cost items, in-depth reconciliations and accurate cost accounting during the construction process. Her expertise contributes to efficient response times that help to ensure no Contractor claims based on administrative delays.

#### **RELEVANT EXPERIENCE:**

South San Antonio ISD | San Antonio

- » Academy of Health Sciences
- » South San Antonio High School

#### University Health System | San Antonio

- » University Hospital Capital Improvement Program\*
- » Additional Miscellaneous Remodeling
- » Kitchen Remodel
- » Miscellaneous Remodeling & Additions
- » New SPG Heliport
- » New Central Plant

#### Maverick County | Eagle Pass

- » Maverick County Office Conversion
- » Sheriffs Substation

#### San Antonio ISD | San Antonio

- » Burbank High School Replacement 2010 Bond
- » Burbank High School Replacement 2016 Bond
- » Burbank High School Replacement 2020 Bond

#### North East ISD | San Antonio

- » Garner MS Campus Replacement
- Vineyard Ranch Elementary (LEED Silver)

#### Northside ISD | San Antonio

- » John Harlan High School
- » Kallison Ranch Elementary School
- » Rayburn Middle School Classroom Add
- » Gregory Luna Elementary School



# SECTION 4 FINANCIAL& EGAL STATUS

EXIT

1

## FINANCIAL AND LEGAL STATUS

#### Describe the general financial capability of the Respondent.

The firm has never borrowed money and has no active loans. We have solely produced projects of up to \$120 million and helped with projects up to \$700 million.

## List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.

The firm, its agents and employees have never been involved in a legal action nor a claim by any regulatory agency for any work performed.

## List all litigation against or involving the firm or its agents or employees with respect to any work performed.

The firm does not have any litigations against or involving the firm or its agents or employees with respect to any work performed.

#### All insurance coverage that the firm has which would be applicable to the work.

Commercial General Liability Limit - for each occurrence: **\$1,000,000** Damage to Rented Premises (Each occurrence) Limit: **\$1,000,000** Medical Expenses (Any One Person) Limit: **\$5,000** Personal & Adv. Injury Limit: **\$1,000,000** egate: General Aggregate Limit: **\$2,000,000** 

Describe limits in aggregate:



# SECTION 5 EXPERIENCE & REFERENCES

## EXPERIENCE AND REFERENCES

#### Discussion of Architect's experience in working with Government Agencies

Garza/Bomberger & Associates has worked with over 30 school districts and with SSAISD for 101 years. GBA has experience in engaging citizen review committees as well as development of material for mass distribution and education of the wider community.

First and foremost the architect needs to become familiar with the forces acting within the District, past and present expectations, prior surveys and long range plans. This is often the most difficult step as it often requires direct and frank communication between the various factions within the District.

Parallel to the prior process is the establishment of the composition of a Facility Advisory Board composed of community leaders and members. There are a number of strategies for its development, but the most common is to have an equal number of members assigned by each board member. This helps build trust and confidence as it balances Board Member influence on the committee while ensuring that each voter district within the school district has representation.

The first meeting(s) of the Committee is one to introduce the facts of the current situation and limitations that will shape the decision making processes. The next meeting(s) will introduce the committee to the raw needs in the District. At some point it may be necessary to supplement statements of need with field trips led by District Staff.

Once solid groundwork is established the committee is asked to refine the stated needs through their unique perspective. Then the list is ranked. When the ranked list is presented, it is done so for the first time with costs attached. It is at this point that these meeting often become more like open charrettes where the Architect works with the Committee to shape and refine solutions and priorities until a balanced solution is established for the immediate Bond Program. This often requires the recognition that subsequent Bond Programs will be necessary to fulfill the needs of the District and the Priorities of the Committee. Belief in a long range plan helps to smooth the path to meeting current needs. Each step must be a trust building exercise which is where the District's recognition of the public perception of their hired professionals shows much foresight.





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#### **REFERENCE SHEET**

COMPANY NAME:	Garza/Bomberger and Associates
<b>REPRESENTATIVE NAME:</b>	Roy L. Lewis, AIA
<b>REFERENCE NAME:</b>	Leroy San Miguel
AGENCY/COMPANY:	Northside Independent School District
ADDRESS:	5900 Evers Road, Building C, San Antonio, TX 78238
TITLE:	Asst. Superintendent of Facilities & Operations
	210-397-1200
PHONE:	leroy.sanmiguel@nisd.net
EMAIL:	

- 1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?
- 2. When did this work take place?
- 3. What was the quality of the vendor's services and goods to your District/Company?
- 4. Did the service and goods meet your expectations?





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#### **REFERENCE SHEET**

Garza/Bomberger & Associates, PLLC **COMPANY NAME: REPRESENTATIVE NAME:** Jorge E. Flores, AIA **Rafael Barajas REFERENCE NAME:** Medina Valley Independent School District **AGENCY/COMPANY:** 8752 FM 471 South, LaCoste, TX 782039 **ADDRESS: Construction Director** TITLE: 830-931-2243 **PHONE:** rafael.barajas@mvisd.org **EMAIL:** 

- 1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?
- 2. When did this work take place?
- 3. What was the quality of the vendor's services and goods to your District/Company?
- 4. Did the service and goods meet your expectations?





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#### **REFERENCE SHEET**

COMPANY NAME:	Garza/Bomberger & Associates, PLLC
<b>REPRESENTATIVE NAME:</b>	Gabriela Rodriguez, AIA
<b>REFERENCE NAME:</b>	Yvonne Little
AGENCY/COMPANY:	San Antonio Independent School District
ADDRESS:	1270 W. Summit, San Antonio, TX 78201
TITLE:	Senior Executive Director of Planning & Construction
PHONE:	210-554-2290
	ylittle1@saisd.net
EMAIL:	

- 1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?
- 2. When did this work take place?
- 3. What was the quality of the vendor's services and goods to your District/Company?
- 4. Did the service and goods meet your expectations?





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#### **REFERENCE SHEET**

Garza/Bomberger & Associates, PLLC **COMPANY NAME: REPRESENTATIVE NAME:** Jorge E. Flores, AIA **Thomas Krueger REFERENCE NAME:** Southwest Independent School District **AGENCY/COMPANY:** 11914 Dragon Lane Bldg 700, San Antonio, TX 78252 **ADDRESS: Director of Facilities and Maintenance** TITLE: 210-622-4370 **PHONE:** tkrueger@swisd.net **EMAIL:** 

- 1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?
- 2. When did this work take place?
- 3. What was the quality of the vendor's services and goods to your District/Company?
- 4. Did the service and goods meet your expectations?



1



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#### **REFERENCE SHEET**

COMPANY NAME:	Garza Bomberger & Associates
<b>REPRESENTATIVE NAME:</b>	Paul Rodriguez
<b>REFERENCE NAME:</b>	Reuben G. Pinkson III
AGENCY/COMPANY:	UT Health San Antonio Facilities Management
ADDRESS:	7703 Floyd Curl Drive
TITLE:	Director of Project Management and Design
	210-567-2911
PHONE:	pinksonr@uthscsa.edu
EMAIL:	•

- 1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?
- 2. When did this work take place?
- 3. What was the quality of the vendor's services and goods to your District/Company?
- 4. Did the service and goods meet your expectations?



## List of all representative public school district (and Governmental) projects, whether ongoing or completed, including references. Please begin with projects in Texas.

#### **Ongoing Public School Project List**

Project	Value (Millions)	Phase	% Complete	Construction Completion Date
NISD - Nathan Kallison Ranch Elementary School	25	CA	100	AUG 2020
Region 20 Addition & Renovations Phase II	.26	CA	100	SEP 2020
SISD - High School Improvements	11	CA	100	FEB 2020
NEISD - Johnson HS Band Hall Addition	3	CA	100	FEB 2020
SISD - Losoya Middle School Replacement	18	CA	100	JAN 2020
NEISD - 2015 Bond Agri-Science Phase II Upgrade	7.4	CA	100	FEB 2020
NEISD - Churchill HS Phase VI 'Old' Academic & C&T Replacement	26	CA	100	JAN 2020
SAISD - Burbank High School Replacement	59	CA	100	JULY 2022
NISD - CCA Storage Building	.225	CA	100	NOV 2019
Natalia ISD - Jr. High Additions and Renovations	10	CA	100	SEPT 2021
Medina Valley ISD - High School Additions	9	CA	100	MAY 2020
Medina Valley ISD - Ladera Elementary School	28	CA	100	APR 2021
SSAISD - West Campus Phase 1	.8	CA	100	FALL 2019
SSAISD - West Campus Phase 2	1.2	CA	100	FALL 2020
ACD - Eastside Education Training Center	1.2	CA	100	JUNE 2020
NISD - Luna Middle School Science Classroom	3.75	CA	100	DEC 2020
NISD - Adams Hill Admin Upgrade	4.1	CA	100	DEC 2020
SWISD - Scobee Middle School Renovation	11.5	CA	100	FALL 2021
Medina Valley ISD - Theater Arts Expansions	1.9	CA	100	DEC 2020
UTSA Rec Wellness Center	0.86	CA	100	MAR 2019
NISD Marshall HS Library	.26	CA	100	SEP 2020
JISD - Olympia Elementary School Renovation	4.4	CA	100	MAR 2021
JISD - Crestview Elementary School - Renovation	4.7	CA	100	JAN 2022
Maverick County Tax Building	1.9	CA	100	MAR 2022
MVISD Silos Elementary School	42.1	CA	100	APR 2024
NISD Katie Reed Elementary School	35.1	CA	100	SEP 2023
Region 20 Phase III	2	CA	100	FEB 2022
Biobridge Microbiology Lab	0.2	CA	100	MAR 2021
Maverick County Fair Grounds	17	SD	100	TBD
SAISD 2020 Burbank High School	16	DD	100	TBD
G-PISD Agriscience Building	7	CA	99	APR 2024
SAISD Tafolla Middle School Renovation	17	CA	0	AUG 2025
Maverick County Sheriff's Substation	0.4	CD	100	TBD
Region 20 Phase IV	3.5	CA	100	DEC 2023
BioBridge IRL Lab & Hospital	0.65	CA	100	DEC 2023
Pettus ISD Softball Field	1.2	CA	100	JAN 2024
Broadway Bank Lobby	4	CD	100	MAR 2025
STBTC Blood Donation Center-Victoria	0.6	CD	100	DEC 2024
NISD Rayburn Middle School	13.2	CA	15	AUG 2024
UT School of Public Health	8.5	CA	50	JUN 2024
NISD Sul Ross Middle School Athletic Upgrades	18	CD	60	AUG 2025
SWISD Southwest Elementary Renovation	17	SD	10	AUG 2025
SAISD Tafolla Middle School Windows Replacement	1	CD	100	TBD
Bexar County Elevator & Generator	1.7	SD	5	TBD
BioBridge Microbiology Lab	0.75	CD	75	JUL 2024
Pettus ISD Restrooms Renovation	0.35	CD	100	AUG 2024



47/116	SSAISD - SO. SAN HIGH SCHOOL
47/117	SSAISD - ELEMENTARY SCHOOL 14 ROOM (PRICE)
51/105	SSAISD - PRICE ELEMENTARY SCHOOL 16 ROOM
51/120	SSAISD - PROPOSED ATHLETIC BUILDING
52/129	SSAISD - 11 ROOM ELEMENTARY SCHOOL (HUTCHINS AVE)
53/135	SSAISD - HUTCHINS AVE. ELEMENTARY 7 CLASSROOM ADDITION
54/131	SSAISD - HIGH SCHOOL CLASSROOM ADDITION
55/106	SSAISD - PRICE AVE. ELEMENTARY ADDITION
57/117	SSAISD - PALO ALTO ELEMENTARY SCHOOL (GILLETTE ST) 9 ROOM
58/122	SSAISD - HIGH SCHOOL CLASSROOM ADDITION
59/128	SSAISD - ROYALGATE ELEMENTARY 14 CLASSROOM
52/119	SSAISD - ROYALGATE ELEMENTARY ADDITIONS
3/115	SSAISD - JR. HIGH SCHOOL ADDITION
53/126	SSAISD - SOUTH SAN HIGH SCHOOL ADDITION
53/127	SSAISD - PALO ALTO ELEMENTARY ADDITION
64/114	SSAISD - REMODELING OF FLEMING & DWIGHT ELEMENTARY
64/122	SSAISD - MASTER PLAN
64/123	SSAISD - NEW ELEMENTARY SCHOOL - KINDRED'
65/113	SSAISD - ADMINISTRATION BUILDING
55/114	SSAISD - DWIGHT JR. HIGH CAFETERIA
03/170	SSAISD - 2003 SOUTH SAN PROJECTS (PKG. A - ES) (PKG. B - MS&HS)
04/130	SSAISD - 2004 BOND
04/370	SSAISD - HVAC ELEMENTARY KITCHENS & KAZEN MS GYM
04/410	SSAISD - MODIFICATIONS TO SHEPARD MS
05/130	SSAISD - SOUTH SAN HIGH SCHOOL ADA MODIFICATIONS
)5/220	SSAISD - BENAVIDEZ MS - ADA MODIFICATIONS
05/230	SSAISD - SOUTH SAN H.S. PRIMARY GYMNASIUM
)5/240	SSAISD - SOUTH SAN H.S. PARKING LOT - ADA
05/250	SSAISD - PALO ALTO AIR CONDITIONER
05/260	SSAISD - SOUTH SAN H.S. BENCHES AT COURTYARD
05/270	SSAISD - WEST CAMPUS MECHANICAL IMPROVEMENTS
05/2/0	SSAISD - WEST CAMPOS MECHANICAL IMPROVEMENTS
05/310	SSAISD - FIVE PALMS ES - SITE DRAINING MODIFICATION
05/330	SSAISD - DRINKING FOUNTAIN SURVEY
05/340	SSAISD - POST OFFICE
06/160	SSAISD - BOND 2006
06/170	SSAISD - ELECTRICAL UPGRADE TO MDF & IDF ROOMS
06/210	SSAISD - KITCHEN A/C REPLACEMENT
06/220	SSAISD - SCIENCE LABS & CLASSROOMS
06/250	SSAISD - WEST CAMPUS HS PARTITION REMEDIATION (CMU)
07/140	SSAISD - RENOVATION OF SPECIAL ED ON SOUTHCROSS
07/150	SSAISD - BAND HALL RENOVATION AT SHEPARD MS
07/170	SSAISD - IDF & MDF UPGRADES TO VOCATIONAL BLDG.
07/260	SSAISD - BASKETBALL PAVILLION (exterior basketball court)
07/280	SSAISD - 2007 BOND MANAGEMENT
07/290	SSAISD - SOUTH SAN HIGH SCHOOL ATHLETICS II -2007 BOND
07/300	SSAISD - ADMINISTRATION SUPPORT CENTER -2007 BOND
07/310	SSAISD - EXTERIOR BASKETBALL COURTS (Not used - see 07-260) -2007 BOND
07/320	SSAISD - 2007 BOND FOOD SERVICE WAREHOUSE SEE 07-300
07/330	SSAISD - 2007 BOND TRANSPORTATION CENTER SEE 07-300
07/340	SSAISD - FLOODING AT WEST CAMPUS
08/300	SSAISD - PALO ALTO ADDITION & RENOVATIONS -2007 BOND
08/310	SSAISD - HUTCHINS ES SITE IMPROVEMENTS -2007 BOND
08/320	SSAISD - ANSLEY ROAD IMPROVEMENTS -2007 BOND
08/320A	SSAISD - ZAMORA MIDDLE SCHOOL (& ANSLEY ROAD) -2007 BOND
08/390	SSAISD - SSAN HS ATHLETIC MASTER PLAN
09/210	SSAISD - 2009 BOND PROGRAM



#### List of Projects wit South San Antonio ISD

10/100	SSAISD - MASTER PLANNING & CM@RISK SELECTION
10/180	
10/190	SSAISD - HEALTH CAREER ACADEMY
10/200	SSAISD - CENTRAL PLANT
10/210	SSAISD - NEW CLASSROOM FACILITY & RENOVATIONS
10/220	SSAISD - BLDG. E & F RENOVATIONS
10/230	SSAISD - NOT USED
10/240	SSAISD - NOT USED
10/280	SSAISD - PRICE ES RESTROOMS
10/330	SSAISD - FISCAL MGMT. BOND FUNDS
11/290	SSAISD - RESTROOM RENOV. @ ATHENS & FIVE PALMS
12/140	SSAISD - FACILITIES STUDY
14/220	SSAISD - MEMORIAL MONUMENT
15/110	SSAISD - 2015 BOND
15/180	SSAISD - AUDITORIUM RENOVATIONS & FINISHES
19/160	SSAISD - WEST CAMPUS RENOVATION
19/170	SSAISD - ATHENS ES & KAZEN MS CAMPUS RE-OPENINGS
20/150	SSAISD - BENEVIDEZ ASSESSMENT



#### Awards

Garza/Bomberger & Associates has made a conscious decision not to pursue awards but graciously accepts those granted by the design and construction community based upon the work in the built environment deserving of recognition. Our most recent awards include:

#### JUDSON INDEPENDENT SCHOOL DISTRICT

**2016** - Recognition of Service and Support to the 2016 Bond Election

SOUTHWEST INDEPENDENT SCHOOL DISTRICT 2015 - Friend of Southwest ISD

TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BUSINESS RECOGNITION PROGRAM, NORTH EAST ISD

 ${\bf 2015}$  - Recognized as a business that "Stands Up for Public Schools"

#### MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT, \$53 MILLION DOLLAR BOND PROJECT

**2014** - To Scott Hanson In Recognition of Your Dedication and Individual Effort in Making the Medina Valley ISD Bond a Success

## NORTH EAST AGRISCIENCE MAGNET PROGRAM AT MADISON HIGH SCHOOL, NORTH EAST ISD

**2012** - Green Building Award, Commercial Category, City of San Antonio

**2012** - Green School Awards, K-12 Category, U.S. Green Building Council, Central Texas, Balcones Chapter

**2012** - Award in the Sustainable Category, Exhibit of School Architecture Competition, TASA/TASB Convention, Austin, Texas



## ROOSEVELT HIGH SCHOOL REPLACEMENT CAMPUS, NORTH EAST ISD

**2009** - Outstanding Construction Award, B5 Building 5, \$30 - 75 Million Category, AGC - Texas Building Branch. Joeris General Contractors, Ltd.

**2012** - Selected by CEFPI as a Showcase Project for the World Conference of Education Environments

**2011** - LEED Gold Certification, US Green Building Council (USGBC)

**2011** - Collaborative for High Performance Schools (CHPS) Certification

**2011** - Excellence in Construction Award, Associated Builders and Contractors, South Texas Chapter

**2011** - Project of the Year Award \$20-40 Million Category, American Subcontractors Association (ASA) San Antonio Chapter





#### LUNA MIDDLE SCHOOL & OTT ELEMENTARY SCHOOL, NORTHSIDE ISD

**2004** - Excellence in Construction Award, Associated Builders & General Contractors Inc., South Texas Chapter

FOSTER ROAD ELEMENTARY, JUDSON ISD 2003 - Golden Trowel Award, First Place, San Antonio Masonry Contractors Association

#### BROADWAY BANK NEW OPERATIONS BUILDING

2011 - Best in Commercial Real Estate Award, Best Office Development Category, San Antonio Business Journal
2011 - LEED Silver Certification, US Green Building Council (USGBC)

## NEW DONOR PAVILION, SOUTH TEXAS BLOOD & TISSUE CENTER

**2008** - Excellence in Construction Award, Associated Builders & General Contractors Inc., South Texas Chapter

## BAPTIST HOSPITAL ADULT PSYCHIATRIC UNIT, BAPTIST HEALTH SYSTEM

**2004** - Excellence in Construction Award, Associated Builders & General Contractors Inc., South Texas Chapter



#### GREEHEY CHILDREN'S CANCER RESEARCH INSTITUTE, UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER SAN ANTONIO (UTHSC-SA)

**2004** - Golden Trowel, First Place, San Antonio Masonry Contractors Association

**2004** - Excellence in Construction Award, Associated Builders & General Contractors Inc., South Texas Chapter

## RECREATION & WELLNESS CENTER, UNIVERSITY OF TEXAS AT SAN ANTONIO (UTSA)

**2003** - Superior Design, Second Place, Consulting Engineers Council of Texas

#### GARZA/BOMBERGER & ASSOCIATES

**1994** - Architect of the Year, The Associated General Contractors of America, San Antonio Chapter

**2002** - Architect of the Year, The Associated General Contractors of America, San Antonio Chapter

## SISTER ELIZABETH ANNE SUELTENFUSS LIBRARY, OUR LADY OF THE LAKE UNIVERSITY

**2001** - Gold Trowel Award, Honorable Mention, Central Texas Masonry Contractors Association

## RENOVATION OF MOODY LEARNING CENTER, SAN ANTONIO COLLEGE

**1998** - Excellence in Construction Award, Associated Builders & General Contractors Inc., South Texas Chapter

## STUDENT CENTER, UNIVERSITY OF TEXAS AT SAN ANTONIO (UTSA)

**1996** - Engineering Excellence Award, Category I (Buildings & Building Support)



#### TEXAS STATE AQUARIUM

**1992** - Award of Excellence, The Architectural Woodwork Institute



#### **VINEYARD RANCH ELEMENTARY SCHOOL**

North East ISD | San Antonio, Texas



This new LEED Gold and CHPS designed elementary school for North East Independent School District provides 56 classrooms for a maximum population of 1,200 students, as well as a gymnasium, cafeteria, and library on a two story layout. The facility is designed to maximize daylight through clerestories and large windows located in every classroom, and serves as a learning tool for students. Colors, floor patterns, and educational plaques used throughout the campus are designed to improve student orientation and maximize learning potential. Each wing of the school is not only color coded, but identifies with a specific continent providing information on flora, fauna, man-made wonders and inventions of specific continents around the world. Outside the school, a vertical wall sundial teaches students about the sun and earth and the phenomena of spring equinoxes.



**Client** North East ISD

**Client Contact** Garrett Sullivan, Executive Director of Construction Management & Engineering (210) 407-0438; gsulli@niesd. net; 8961 Tesoro Drive, San Antonio, Texas 78217

**Design Start/Finish** 09/2009 - 10/2010

**Construction Start/Finish** 02/2011 - 12/2014

Completed on Time Yes

Construction Contract Amount \$27,000.000

Final Construction Cost \$24,485,299

**Capacity:** 1,200

Final Project Size 125,000 SF

**Completed within Budget** Yes

**Services Provided** Complete A/E Professional Services

Architect/Manager Garza/Bomberger & Associates

**General Contractor** Summit Builders, no longer in business

#### Engineers

MEP: Silber & Associates, Consulting Group, Inc. (210) 826-6392; 8610 Broadway St #415, San Antonio, TX 78217 STRUCTURAL: R-S-C-R, Inc. (210) 340-7973; 1950 La Manda Blvd, San Antonio, TX 78201 CIVIL: Pape-Dawson Engineers (210) 375-9000; 2000 Northwest Loop 410, Castle

Hills, TX 78213



#### **BONNIE ELLISON ELEMENTARY SCHOOL**

Northside ISD | San Antonio, Texas



This new K-5 elementary school for Northside Independent School District provides classrooms for a population of 800 students, as well as a gymnasium, cafeteria, playground and student courtyard on a two story layout. It is a CHPS designed school that focuses on such environmental factors as optimal water use and re-use, optimal daylighting strategies, efficient lighting and local materials.



**Client** Northside ISD

**Client Contact** Leroy San Miguel, Asst. Super. of Facilities & Ops.; (210) 397-1200; leroysanmiguel@nisd.net 5900 Evers Road, Building C, San Antonio, Texas 78238

**Design Start/Finish** 05/2009 - 01/2012

**Construction Start/Finish** 05/2012 - 2/2015

Completed on Time Yes

Construction Contract Amount \$19,877,127

**Final Construction Cost** \$19,777,367

**Capacity:** 800

Final Project Size 102,500 SF

**Completed within Budget** Yes

**Services Provided** Complete A/E Professional Services

Architect/Manager Garza/Bomberger & Associate Roy L. Lewis, AIA

General Contractor

Joeris General Contractors, LTD. (210) 494-1638; 823 Arion Pkwy, San Antonio, TX 78216

#### Engineers

MEP: Cleary Zimmerman (210) 447-6100; 1344 S Flores St #101, San Antonio, TX 78204 STRUCTURAL: R-S-C-R, Inc. (210) 340-7973; 1950 La Manda Blvd, San Antonio, TX 78201 CIVIL: Cude Engineers (210) 681-2951; 4122 Pond Hill Rd #101, San Antonio, TX 78231



#### GARNER MIDDLE SCHOOL REPLACEMENT

North East ISD | San Antonio, Texas



A phased replacement of the existing Middle School campus, this is a challenging site because it is landlocked and in the floodplain. Clomar FEMA permits for channel improvements to elevate the new buildings out of the flood plain zone. We designed a Master plan with an end goal of total campus replacement leaving only two existing buildings remaining (Science building and Athletic building) while constructing a new two story building for 42 general classrooms, 3 Collaborative Learning Centers, one Art Room and a New Central Plant.



**Client** North East ISD

#### **Client Contact**

Garrett Sullivan, Executive Director of Construction Management & Engineering (210) 407-0438; gsulli@niesd. net; 8961 Tesoro Drive, San Antonio, Texas 78217

**Design Start/Finish** 5/2012 - 2/2014

**Construction Start/Finish** 5/2014 - 3/2016

Completed on Time Yes

Construction Contract Amount \$22,525,000

Final Construction Cost \$21,312,865

Final Project Size 94,000 SF

**Completed within Budget** Yes

**Services Provided** Complete A/E Professional Services

Architect/Manager Garza/Bomberger & Associates

**General Contractor** Bartlett Cocke (210) 655-1031 8706 Lockway St, San Antonio, TX 78217

#### Engineers

MEP: Silber & Associates, Consulting Group, Inc. (210) 826-6392; 8610 Broadway St #415, San Antonio, TX 78217 STRUCTURAL: IES (formally JQ) (210) 349-9098; 10001 Reunion PI Suite 200, San Antonio, TX 78216

**CIVIL:** MTR Engineers (210) 698-5051; 12770 Cimarron Path #100, San Antonio, TX 78249



#### JOHN MARSHAL HARLAN HIGH SCHOOL

Northside ISD | San Antonio, Texas



John Harlan High School sits on a 75.3 acre site at 14350 FM 471. Work includes design to meet Texas CHPS (Collaborative for High Performing Schools) Designed certification recognition system. The school is designed for 3000 students with a 1,000 person capacity auditorium, a 1,600 person capacity district competition gym, and a 400 person school competition/practice gym. The central core of the building has Administrative areas located on either side of the main entry lobby that lead through a central corridor to the Cafeteria that seats 600 students. The remainder of the 3-story central core includes General Classrooms, 12 Computer Labs, 2 Language Arts Labs, a Journalism Suite and 18 Science Labs. Facilities include 2 Football Fields (competition and practice), Soccer Field, Softball Field, and 2 Baseball Fields (competition and practice).

A number of cost savings measures were implemented on the project in order to meet the Owner's budget goals. The items listed below reduced cost without a reduction in scope.

- Provide estate size brick in lieu of standard modular: \$377,000
- Provide standard VCT in lieu of premium VCT: \$181,000
- Accept locker manufacturer substitution request: \$126,000
- Custom casework in lieu of manufactured science casework: \$205,806



**Client** Northside ISD

**Client Contact** Leroy San Miguel, Asst. Super. of Facilities & Ops.; (210) 397-1200; leroy.sanmiguel@nisd.net 5900 Evers Road, Building C, San Antonio, Texas 78238

**Design Start/Finish** 01/2019 - 07/2014

Construction Start/Finish 08/2014 - 08/2017

Completed on Time Yes

Construction Contract Amount \$110,800,000

Final Construction Cost \$110,960,533.00

Final Project Size 488,500 SF

**Completed within Budget** Yes

**Services Provided** Complete A/E Professional Services

Architect/Manager Garza/Bomberger & Associates Roy L. Lewis, AIA

**General Contractor** Joeris General Contractors, LTD. (210) 494-1638; 823 Arion Pkwy, San Antonio, TX 78216

#### Engineers

MEP: Wallis Engineering Group, Inc. (210) 805-9001; 8031 Broadway St, San Antonio, TX 78209

**STRUCTURAL:** R-S-C-R, Inc. (210) 340-7973; 1950 La Manda Blvd, San Antonio, TX 78201 **CIVIL:** Cude Engineers (210) 681-2951; 4122 Pond Hill Rd #101, San Antonio, TX 78231



#### **MEDINA VALLEY HIGHER LEARNING**

Medina Valley ISD | La Coste, Texas





The Medina Valley Independent School District in conjunction with Southwest Texas Junior College teamed up to create the New Higher Learning Center, shared by both institutes. This was the first of many future phases to come for Medina Valley ISD and Southwest Texas Junior College. The Higher Learning Center has a state of the art Computer Lab and Computer Classroom. A larger Classroom and Chemistry Lab that accommodate the Medina Valley ISD during the day and the Junior College during the evening. This building was a great challenge in designing to accommodate the needs of the school district and state requirements at the same time providing for the needs of a Junior College. Southwest Texas Junior College provides a campus that is local to the area and the School District.



**Client** Medina Valley ISD

Client Contact Tommy Ellison, Director of Facilities (830) 985-3460 8449 FM 471 S. Castroville, Texas 78009

**Design Start/Finish** 11/2012 - 06/2013

Construction Start/Finish 09/2013 - 09/2014

**Completed on Time** Yes

Construction Contract Amount \$3,587,000

Final Construction Cost \$3,587,000

Final Project Size 15,500 SF

**Completed within Budget** Yes

Services Provided Complete A/E Professional Services

Architect/Manager Garza/Bomberger & Associates

General Contractor O'Haver Contractors Don O'Haver (210) 590-2889 12831 O'Connor Rd, San Antonio, TX 78233

Engineers

**MEP:** Silber & Associates, Consulting Group, Inc. (210) 826-6392; 8610 Broadway St #415, San Antonio, TX 78217 **STRUCTURAL:** R-S-C-R, Inc. (210) 340-7973; 1950 La Manda Blvd, San Antonio, TX 78201 **CIVIL:** MTR Engineers (210) 698-5051; 12770 Cimarron Path #100, San Antonio, TX 78249



#### **ADMINISTRATIVE & SUPPORT CENTER FOR SSAISD**

South San Antonio ISD | San Antonio, Texas



South San Antonio ISD Administration and Support Center, because of its reputation in the region, has been toured by numerous school districts searching for model district administration facilities, both new and adaptive reuse as inspired by this project.

The new building was rebuilt and renovated from the ruins of the August 2007 flood. The science wing, added in 2005 and adjacent to the Administration & Support Center, holds an additional 10,000 square feet. Virtually every department in the district is now housed at the 147,000 SF site. This project made it possible for the school district's administrative support staff to relocate from five different site locations into the Old West Campus High School building. This relocation included departments such as Curriculum, Assessment, Technology, Student Pupil Services, Business/Finance, Guidance/Counselling, Support Services, Superintendent, Human Resources, Maintenance, Transportation, Campus Police, Public Relations, Records Management, Special Education, Food Service, and Warehousing. The new facility also houses a new board room, cafeteria, auditorium/convocation center, wellness center and conference center. Site work includes bus parking and maintenance.



**Client** South San Antonio, ISD

**Client Contact** Andy Rocha Current - Assistant Director of Facilities and Construction at

Facilities and Construction at Schertz-Cibolo-Universal City ISD; (210) 945-6805; 1060 Elbel Rd, Schertz, TX 78154

**Design Start/Finish** 10/2007 - 09/2008

Construction Start/Finish 11/2008 - 07/2010

**Completed on Time** Yes

Final Construction Cost Including Change Orders \$25,210,333

Final Project Size 73,749 SF

**Completed within Budget** Yes

**Services Provided** Complete A/E Professional Services

**General Contractor** 

Joeris General Contractors, LTD. (210) 494-1638; 823 Arion Pkwy, San Antonio, TX 78216

Engineers

MEP: MEP Engineering, Inc. (210) 349-1400; 9830 Colonade Blvd Suite 230, San Antonio TX 78230 STRUCTURAL: IES (formally JQ)

(210) 349-9098; 10001 Reunion Pl Suite 200, San Antonio, TX 78216

**CIVIL:** Cude Engineers (210) 681-2951; 4122 Pond Hill Rd #101, San Antonio, TX 78231



**THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO** DESIGN SERVICES; School of Public Health San Antonio. Contract#: IDIQ Design Services; Office/Classroom Reno (RFQ 745-18-QU03) Purchase Order 745 0001337890 Purchase Order Total: \$ 668,100.000 Date Ordered: 12/02/22 Estimated Delivery Date: 08/31/24 Total Contractual value executed to date: \$3,200,00.0 Construction

#### **PROJECT ADDRESS**

8403 FLOYD CURL DR., SAN ANTONIO, TX 78229

#### START/FINISH

2022 - PRESENT ONGOING

**BUDGET** \$8,500,000

OWNER Facilities - Reuben Pinkson

PinksonR@uthscsa.edu

**SIZE** 51,600 SF

#### **GBA TEAM**

Paul Rodriguez Gabriela Rodriguez Rania Fadel Justin Roberts

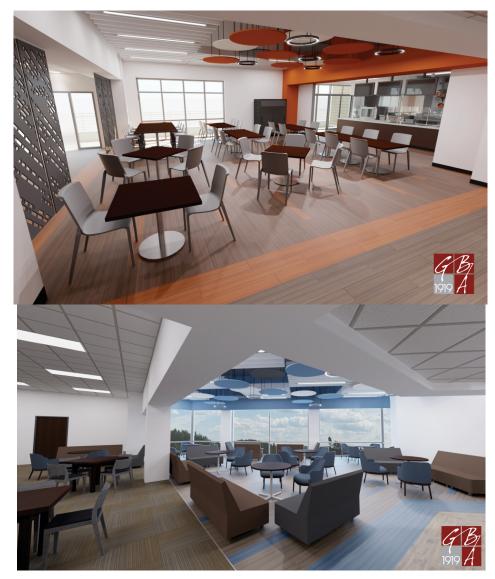
GENERAL CONTRACTOR UT

> MEP ENGINEER SKYE MEP

Renovation of the existing Research Administration building to convert into the new program for the School of Public Health. Five floors to include classrooms, study rooms, offices, collaboration spaces, and dinning and kitchen spaces.

#### Full Architectural Services Provided:

- Schematic Design
- Design Development
- Construction Documents
- Construction Administration
- Furniture Selection Package





WE MAKE LIVES BETTER UT HEALTH SCIENCE CENTER <sup>™</sup> SAN ANTONIO
October 19, 2012
To Whom It May Concern:
I have personally worked with the Garza-Bomberger & Associates on multiple renovation projects for the University of Texas Health Science Center and can confidently state they were professional and knowledgeable in regards to all aspects of their work.
Garza-Bomberger & Associates has been involved in a number of high profile remodeling projects to include:
<ol> <li>OB/GYN Lab remodel         <ul> <li>Construction Points of contact for UTHSCSA: Reuben Pinkson, Assistant Director of Design &amp; Engineering 210-567-2911 pinksonr@uthscsa.edu</li> </ul> </li> </ol>
Jason Lambert, Director of Construction 210-567-2979 <u>lambertj3@uthscsa.edu</u>
-Garza-Bomberger liason: Frank Dunckel 210-349-7000
2. School of Nursing SIM Hospital renovation -Construction Point of contact for UTHSCSA: Reuben Pinkson, Assistant Director of Design & Engineering 210-567-2911 pinksonr@uthscsa.edu
Dwight Beckingham, Construction Project Manager 210-567-4964 <u>Beckingham@uthscsa.edu</u>
-Garza-Bomberger liason: David Torres 210-349-7000
Garza-Bomberger & Associates has been a true asset to the Health Science Center with their exceptional project coordination for more than four decades. With this excellent relationship, I can fully and confidently recommend them for Architectural Services on future projects at UTSA.
Sincerely,
Reuben G. Pinkson III, AIA, RAS Assistant Director of Design & Engineering Facilities Management 210.567.2911 fax 210.567.2897
pinksonr@uthscsa.edu www.uthscsa.edu/facilities/

Owner Point of Contact: **Reuben G. Pinkson III, AIA, RAS, (210) 567-2911** Respondent Point of Contact: **Paul Rodriguez, AIA, (210) 349-7000** Length of Business Relationship: **45 Years** 





## SOUTHSIDE HIGH SCHOOL

 19190 HWY 281 South, San Antonio, Texas 78221-9613

 Phone (210) 882-1606
 Fax (210) 626-0119

Henry Yzaguirre Principal Joel Gaines Associate Principal Demetria Sance Academic Dean Jim Reily Assistant Principal Anita Gonzales Assistant Principal

August 15, 2017

To Whom It May Concern,

I would like to take this opportunity to acknowledge the performance and the professionalism of Garza, Bomberger, and Associates during the construction project of the new South San Antonio High School. The new high school was a bond project for the South San Antonio Independent School District.

It was there, where as Principal, that I had the pleasure to experience the expertise of this prestigious architectural firm. Their extensive experience in the industry and commitment to excellence is clearly why our school district, and others, has continued to work collaboratively with the firm.

Throughout the entire process, Garza, Bomberger, and Associates were readily available to advise or recommend the most effective solution to any concern that may have arisen. The design of our new school was not only aesthetically pleasing, but functional and conducive to the needs of our students.

The stakeholders of our school district could not be more pleased in partnering with Garza, Bomberger, and Associates. I would highly recommend the firm because of their professionalism and their high quality of work.

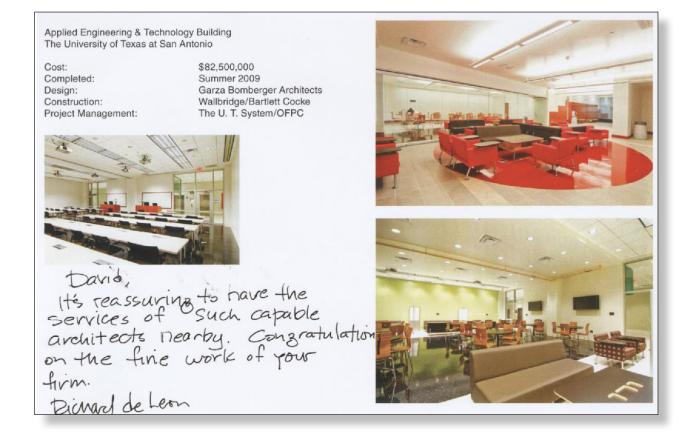
Respectfully,

Henry Yzaguirre, Principal

Owner Point of Contact: Henry Yzaguirre, (210) 882-1606\* Respondent Point of Contact: Jorge Flores, AIA, (210) 349-7000 Length of Business Relationship: Current Since 2007, Previous Since 1947

\*Mr. Yzaguirre is currently employed at Southside ISD. His letter is in reference to a project while employed at South San Antonio ISD.





Owner: Richard De Leon, Regional Program Manager University of Texas Office of Facilities Planning and Construction Point of Contact: Robert McNicol, Mobile: (210) 845-9639 Respondent Point of Contact: Paul Rodriguez, AIA, (210) 349-7000 Length of Business Relationship: 1971





Brian T. Woods, Ed.D. Superintendent

To Whom It May Concern,

I would like to take this opportunity to offer my recommendation for Garza/Bomberger & Associates. Northside ISD began working with this architectural firm in 1972 and we have enjoyed a continuous working relationship since that time. A review of the records illustrates their remarkable experience and efforts on our behalf. They have designed 23 new campuses for the district including numerous elementary schools, multiple middle schools and two of our high schools. When we include additions to existing campuses both designed by this firm and by others their records show over 37 projects for our district.

Our confidence in all the Partners and their firm's expertise in public schools was recently reinforced when the Board approved the firm for our newest high school which is now under construction.

This firm has a long history dating back to 1919. The continuation of the partnership has provided management and leadership through four of the Partners -- each providing the same quality leadership and results. The firm stays on the leading edge of processes in design and construction. They provided our first fast track school to meet unexpected rapid growth in the 1980's, many new innovations in our evolving prototypical elementary school design and more recently the green and energy conservation concepts related to school design including the recognition of both LEED and CHPS program concepts and recommendations.

Should you choose to hire or continue with this firm, experience has shown that you can rely on their leadership, innovation and quality of service and documents.

Sincerely, 1 L'T.

Brian T. Woods, Ed.D.

Superintendent

5900 Evers Road San Antonio, Texas 78238-1606 Tel: 210.397.8770 Fax: 210.706.8772 www.nisd.net



Owner Point of Contact: **Brian T. Woods, Ed.D., (210) 297-8770** Respondent Point of Contact: **Roy L. Lewis, AIA, (210) 349-7000** Length of Business Relationship: **Since 1972** 





North East Independent School District

8961 TESORO DRIVE - SAN ANTONIO, TEXAS 78217

Executive Director **Construction Management** and Engineering Department

November 10, 2014

Mr. Eric Smith School Board President Natalia I.S.D.

Re: Letter of Reference for Garza/Bomberger & Associates

Dear Mr. Smith,

Throughout the past nineteen years and in support of six bond programs executed by the North East Independent School District (District), Garza/Bomberger & Associates (GBA) has consistently provided a quality of service that not only far exceeded our expectations, but also the traditional standard of care expected of an architectural design firm. The superb level of expertise and dedication consistently displayed by this architectural firm speaks tremendously about GBA's long-standing commitment to design excellence and customer care.

The GBA team has provided a full-range of services for our District, including; campus master planning, design development, and construction administration through 32 separate projects - positively impacting 37 of 46 elementary schools, 9 of 14 middle schools and 6 of 8 high schools across this District. No other architectural firm employed by North East I.S.D. through the years has had the unique opportunity to positively impact so many facilities and influence the improved learning environments for our students. In fact of the \$370 million in

As the Executive Director for the District's Construction Management and Engineering Department, I have relied heavily upon GBA's qualifications and expertise through the years and have always been extremely pleased with the final construction product and quality of service. In fact, over the past thirty five years of construction practice, few firms I have known have displayed the design talent, creativity in program and functional layout, and commitment to customer care as has Garza/Bomberger & Associates.

I highly recommend the Garza/Bomberger & Associates Team for your consideration in managing the design and construction of your District's construction program.

Sincerely

Garrett J. Sullivan, Executive Director Construction Management and Engineering

Owner Point of Contact: Garrett J. Sullivan, (210) 567-2911 Respondent Point of Contact: Jorge Flores AIA, NCARB, (210) 349-7000 Length of Business Relationship: Since 1996



From: Suarez, Ed [mailto:esuarez@southsanisd.net] Sent: Wednesday, December 17, 2014 8:47 PM To: James Davis; Jorge Flores Subject: Recommendation

Mr. Davis,

To whom it may concern:

I would like to express our appreciation and respect for the architectural firm of Garza-Bomberger & Associates. During the course of my tenure at South San Antonio ISD, I have witnessed the masterful job it has done to renovate old facilities or build new ones.

The projects I am familiar with span ten years and three separate bond projects. With the 2004 bond, Garza-Bomberger designed a new campus, Robert C. Zamora Middle School. It is a beautiful, iconic facility that is also very functional. Another outstanding effort is the competition gymnasium, which opened in 2007. The South San Athletic Complex is a multi-purpose facility that is among the finest in the South Texas region. It is used extensively by other high schools for volleyball and basketball playoff games. The firm also helped redesign the facades of many of our aging school buildings, all of which have maintained a fresh look to this day.

The 2007 bond project gave Garza-Bomberger another opportunity to shine. It designed a much-needed renovation to make South San Stadium compliant with the American with Disabilities Act. Another contribution is the Athletic Fieldhouse. It not only fulfills a great need, but is an aesthetically pleasing site at our stadium. When West Campus High School was damaged by flood, our school board trustees voted to close the facility. It was decided to make it our Central Office. Once again, the district turned to Garza-Bomberger for the task. The architects took a damaged, aging structure and made it spacious and efficient, no easy feat. It allowed South San Antonio ISD to have all of its administration under one roof, which it had not enjoyed in at least two generations.

Finally, Garza-Bomberger designed the new South San Antonio High School as part of the 2010 bond approved by voters. Simply put, the campus is a jewel, not only on the south side of town, but throughout the city of San Antonio. It is comparable to high schools currently being constructed at 2-3 times the cost that South San ended up being. Working closely with staff and teachers input, Garza-Bomberger designed a school that is visually attractive, energy efficient and malleable to future needs.

Currently, Garza-Bomberger is graciously assisting our school district, pro bono, with its Veterans Memorial project. It has committed time and effort to help with the student-led design and to look for benefactors to assuage the financial impact to the district. South San Antonio ISD has been greatly enriched through its association with Garza-Bomberger and will benefit from its contributions for years to come.

Sincerely,

Ed Suarez

Communications & Community Relations

Ed Suarez Communications & Community Relations South San Antonio Independent School District (210) 977-7000 (210) 219-1081 (cell)

Owner Point of Contact: **Ed Suarez, (210) 977-7000** Respondent Point of Contact: **Jorge Flores, AIA, (210) 349-7000** Length of Business Relationship: **Current Since 2004, Previous Since 1947** 



### **Most Relevant References**

**District:** North East ISD Contact Person/Title: Garrett Sullivan, Executive Director of Construction Management & Engineering Owner Contact Information: 8961 Tesoro Drive, San Antonio, Texas 78217 Phone: (210) 407-0438 Fax: N/A e-mail: gsulli@neisd.net Service Provided: Complete A/E Professional Services Years Services Performed: Since 1996 District: Northside ISD Contact Person/Title: Leroy San Miguel, Asst. Supervisor of Facilities & Ops Owner Contact Information: 5900 Evers Road, Building C, San Antonio, Texas 78238 Phone: (210) 397-1200 Fax: N/A e-mail: leroy.sanmiguel@nisd.net Service Provided: Complete A/E Professional Services Years Services Performed: Since 1972 **District: Medina Valley ISD** Contact Person/Title: Tommy Ellison, Director of Facilities & Construction Owner Contact Information: 8449 FM 471 S. Castroville, Texas 78009 Phone: (830) 985-3460 Fax: N/A e-mail: tommy.wllison@mvisd.com Service Provided: Complete A/E Professional Services Years Services Performed: Since 2008 District: San Antonio ISD Contact Person/Title: Kamal ElHabr, Associate Supperintendent for Facility Services Owner Contact Information: 141 Lavaca St., San Antonio, Texas 78210 e-mail: kelhabr@saisd.net Phone: (210) 554-2420 Fax: N/A Service Provided: Complete A/E Professional Services Years Services Performed: Since 1945 **District:** Southside ISD Contact Person/Title: Mark Eads, Superintendent Owner Contact Information: 460 Martinez Losoya Rd., San Antonio, Texas 78221 Phone: (210) 882-1600 Ext. 5105 Fax: N/A e-mail: mark.eads@southsideisd.org Service Provided: Complete A/E Professional Services Years Services Performed: Since 2016



## List of all projects currently under contract

Project	Value (Millions)	Phase	% Complete	Construction Completion Date
MVISD Silos Elementary School	42.1	CA	100	APR 2024
NISD Katie Reed Elementary School	35.1	CA	100	SEP 2023
Region 20 Phase III	2	СА	100	FEB 2022
BioBridge Microbiology Lab	0.2	CA	100	MAR 2021
Maverick County Fair Grounds	17	SD	100	TBD
SAISD 2020 Burbank High School	16	DD	100	TBD
G-PISD Agriscience Building	7	CA	99	APR 2024
SAISD Tafolla Middle School Renovation	17	СА	0	AUG 2025
Maverick County Sheriff's Substation	0.4	CD	100	TBD
Pettus ISD Softball Field	1.2	CA	100	JAN 2024
Broadway Bank Lobby	4	CD	100	MAR 2025
STBTC Blood Donation Center-Victoria	0.6	CD	100	DEC 2024
NISD Rayburn Middle School	13.2	CA	15	AUG 2024
UT School of Public Health	8.5	CA	50	JUN 2024
NISD Sul Ross Middle School Athletic Upgrades	18	CD	60	AUG 2025
SWISD Southwest Elementary Renovation	17	SD	10	AUG 2025
SAISD Tafolla Middle School Windows Replacement	1	CD	100	TBD
Bexar County Elevator & Generator	1.7	SD	5	TBD
BioBridge Microbiology Lab	0.75	CD	75	JUL 2024
Pettus ISD Restrooms Renovation	0.35	CD	100	AUG 2024



## SECTION 6 MANAGEMENT & ORGANIZATIONAL APPROACH

## MANAGEMENT AND ORGANIZATIONAL APPROACH

## Describe your firm's understanding of the project or services requested.

GBA will analyze all the information provided by the Owner and conduct a series of field and end-user research to find the better suited solution.

## Describe how the firm will organize to perform the services.

The Principal in charge, Jorge Flores, will assign the work load and review with the team members. The team will discuss any options on design with the Owner and proceed upon authorization. GBA will always take into consideration the budget and schedule throughout design of any project.

One set of Leadership, one team, one purpose, from contract execution through the warranty period and into the future continuing Principal of SSAISD.

The key of schedule adherence is the development of an experienced design team that is consistent throughout the project. We identify the staff with the most appropriate experience, determine their current and future commitments and then develop a work plan that reflects actual project scope and schedule.

Continued balance assessment of staff verses current workload. Workload verses staff balance assessment and flexible support staff is in effect continuously and therefore affects all projects.

## **Design Development**

## **PROCESS & ENGAGEMENT:**

**Principal OVERSIGHT AND CONTROL** of each step to maintain Quality Control and to maximize the advantages of learned experience

**SUPPORT STAFF** specialized in each aspect of the project from Design, to Construction Documents, through Construction Administration, Closeout and Warranty Period

**DEVELOP AN UNDERSTANDING OF THE CLIENT'S CULTURE** to help ensure standards and designs are relevant to the constituent base

**DEVELOP AN UNDERSTANDING OF THE CLIENT'S VALUES** to maximize the short term and long term value to the District and the Community

**UTILIZING CONSULTANTS OF SHARED VISION AND PHILOSOPHY** with intimate knowledge of similar facilities to help ensure the highest value systems designs

**DISTRICT AND END-USER PARTICIPATION** to maintain the path to fruition and to help enable buy-in at as many levels as is practical

**COST ESTIMATES** repeated often and at critical junctures in the programming and design process

## Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, School board members, staff, and users.

We will conduct a series of community meetings and design charettes to include. We will also organize the ideas of the community, board members, staff and end-users.

## Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.

We will include all the different components involved to accomplish the completion of any project. This will vary from campus to campus. The components of design include working with a range of characteristics such as occupied campuses, clear sites, renovations through a campus, or an addition to a building. GBA will always offer at least one solution to any issue by bringing the key players to the planning process who assure the quality and the cost control of the job.



Our consultants, with whom we have had relationships for decades, understand and embrace our methods and have active working relationships with each other as well as with our Firm and our staff. The result is a proven standard of quality in that we have never had an Owner claim against our E&O Insurance.

Garza/Bomberger & Associates works with a team of proven consultants that have been selected for their familiarity and experience with the type of work contained in this RFQ. These are not new relationships put together in a onetime attempt to target a project; rather they represent the result of decades of close working relationships that help to ensure the quality of the final product. No in-house consortium and no recently imagined relationships can compete with our team's proven track record. Using our base of consultants also gives the District the protection of greater Errors and Omissions insurance coverage; as each firm is independently insured in addition to the Prime.

## Our QA Process is Universally Applied Across all Projects

## First the proper ground work has to be in place.

**Quality Assurance**, like all processes begins at the top; with redundancy. Each project is handled on a daily basis by one of our four Principals; and that Principal is in turn supported by a second Principal so an experienced decision maker is always available to interact and manage each project.

**Consultants suited for the project.** We don't compromise on the quality or the quantity of consultants. Hiring an excellent consultant is one step, but recognizing the value of using expert consultants is as important. For instance, we can do roofing design, but we know that an expert consultant will bring a higher level of value to our client and so we work with WJE Engineering for roofing design.

**Staffing.** We have trained specialized staff expert and up to date in specific areas of the practice; building envelope, space planning, accessibility standards, Clerical Construction Management, Field Construction Management, Permitting, etc. As our staff at GBA is of the highest caliber in the industry we demand the same from our Consultants, because of our relationships with our Consultants we know their staff and demand those who we feel best suited for a particular project.

## **Once the Foundation is Set, Then Process Becomes Important:**

- Prior to start of CD phase the Principal-in-Charge directs and oversees design meetings and reviews and organizes decision documents
- Establishes and maintains schedule with all disciplines
- Conducts regular team progress meetings
- Manages third party Quality Control reviews
- Confirms adherence to Institutions standards throughout the process
- Requires options from all team members for cost control and constructibility
- Encourages Owner participation
- Preplans phases, packages, alternates and remains pro-active
- During construction; logs for RFIs proposal requests and submittals are reviewed for adherence to timely response requirements
- Each piece of Owner communication and Contractor approval or directive is reviewed, signed or executed by the Principal-in-Charge

## Describe the architectural team's approach to communication with the Project Manager and Construction Manager.

GBA and our team has a long and good relationship with the City. We have extensive experience working with most Construction Managers that would be hired for projects on your campuses. We will have proactive communication with key members of the City as needed throughout the life of any project. We will be working closely with the Construction Manager as soon as they are brought on board for any project to make sure our design can be built within the budget and schedule of the project. We will also work with the Construction Manager throughout the project with consistent communication making sure they are within budget and solving any issues that may arise quickly to help keep the project within budget.

**EXCELLENT COMMUNICATION** is vital to assure the successful delivery of any project. Direct face-to-face meetings are our most preferred forum for sharing ideas and interacting, with electronic and voice communication serving as



the support tactical tool. All meetings - at all levels - will be posted and coordinated to ensure that all parties have an opportunity to attend. As the Owner, End-User and Representative of the Tax Paying Public, the Client's participation at all levels is encouraged to the extent the Client feels is appropriate and possible.

## **Construction Manager Communication**

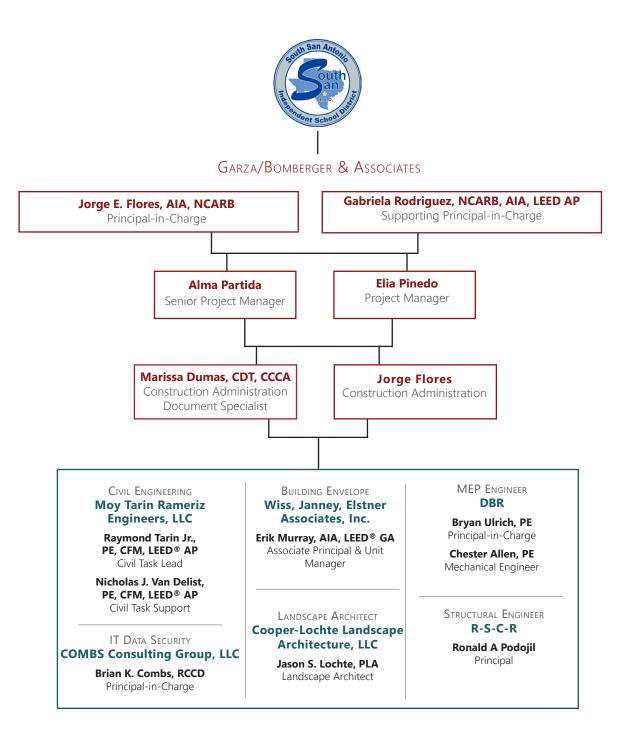
Our Construction Administration Services are second to none. In house the documents, the Submittals, the Contractor's Applications for Payment are handled by a single dedicated employee whose job is that and that alone.

## Description of Architect's approach to code analysis and jurisdictional approvals.

All of our project managers and consultants have an understanding of current codes. We also have a Code Consultant on every project to over see the development of the project and bring to our attention any discrepancy with the most current code.



An organizational chart that explains team members responsibilities.





Services provided by GBA:

	Self-Perform	Outsource
Facility Condition Assessments	$\checkmark$	$\checkmark$
Long-Range Facility Planning	$\checkmark$	
Bond Planning & Community Outreach	$\checkmark$	
Architectural	$\checkmark$	
Mechanical Engineering		$\checkmark$
Electrical Engineering		$\checkmark$
Structural Engineering		$\checkmark$
Acoustical Architectural		$\checkmark$
Civil Engineering		$\checkmark$
Technology		$\checkmark$
Landscape Design		$\checkmark$
Construction Administration	$\checkmark$	
Printing & Publishing	$\checkmark$	✓

## Our team members include the following:



Civil Engineering | Moy Tarin Rameriz Engineers, LLC



MEP Engineering | DBR



Building Envelope | Wiss, Janney, Elstner Associates, Inc.



IT Data Security | COMBS Consulting Group, LLC



Landscape Architecture | Cooper-Lochte Landscape Architecture, LLC



Structural Engineer | R-S-C-R



# SECTION 7 GENERAL FEE STRUCTURE

DENY OF HEALTH SCIENCES

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## GENERAL FEE STRUCTURE

Garza/Bomberger & Associates will provide a fee structure if awarded the contract.





South San Antonio Independent School District

1450 Gillette Blvd. | San Antonio, TX 78224 | (210) 977-7075 | Fax (210) 921-2186 Office of Procurement Services

## Vendor Proposed Pricing Fees

**RFQ 2023-17 Architectural Services** 

Vendor Name: Garza/Bomberger & Associates

General Structure Hourly Fee							
Partners	\$	per					
	260.00	hour					
Associates	\$	per					
	230.00	hour					
Professional	\$	per					
	215.00	hour					
Administrative	\$	per					
	140.00	hour					
Clerical	\$	per					
	85.00	hour					
Other Support Staff	\$	per					
	145.00	hour					

(As per your submittal, you agree that the proposed pricing shall remain the same throughout the contract term. Any negotiations of price changes must be approved be the requesting Department.)

Authorized Signature & Title

Date

3/4/2024



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## SUBMISSION FORM TO BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL SUBMISSION

### Garza/Bomberger & Associates

(Company Nam
--------------

5545 Fredericksburg Road Suite 100, San Antonio, Texas 78229

(Business Address)

(Zip Code)

The undersigned, having fully and carefully read and examined the Request for Qualifications (RFQ) Documents, Enclosures and Addenda, hereby submits to the South San Antonio Independent School District their qualifications proposal in accordance with the solicitation documents and addenda at the place, price and in a manner set out therein and certifies the following;

a. Represents that to the best of its knowledge it is not indebted to the South San Antonio Independent School District.

Indebtedness to the District shall be basis for the non-award and/or cancellation of any award.

b. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded contract.

c. The undersigned affirms that they are duly authorized to execute this proposal, to fully comply with the terms and conditions of this Request for Qualifications, including all forms and attachments included herein, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Bidder, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this solicitation.

Signatures: Signed and submitted by:

Jorge Flores, AIA

(Signature of person authorized to sign this Proposal)

(Print name of person authorized to sign this Proposal)

jflores@gbarch.net Email:

210-349-7000 Phone:

An unsigned proposal shall be rejected.



## FORM B ANTITRUST CERTIFICATION STATEMENT:

## (Texas Government Code §2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	
Company Address	
City, State, Zip Code	
Phone	
Proposer Signature	
Proposer Printed Name	
Principal Position with Company	
(IF DIFFERENT FROM ABOVE)	
Official Authorizing Proposal	
Corporate Officer's Signature	
Printed Name	
Position with Company	



## FORM C SENATE BILL 9 CONTRACTOR CERTIFICATION

Texas Education Code §22.0834(g) Contractor Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disgualifying convictions are prohibited from serving at a school district.

Definitions:

Or

*Covered employees:* All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying conviction:* One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of \_\_\_\_\_\_("Proposor"), I certify that [check one]:

[] None of Contractor's employees are covered employees, as defined above.

Some or all of Contractor's employee are covered employees. If this box is selected, I further certify that:

(1) In the event Proposor is awarded this contract with the District, Proposor shall obtain all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees that have a disqualifying conviction shall be used to carry out the duties required of this contract. Proposor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students

(2) If Proposor receives information that a covered employee has a disqualifying conviction, Proposor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Proposor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Proposor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Proposor with this certification may be grounds for contract termination.

Proposer Signature	
Proposer Printed Name	
Position with Company	
March 5, 2024 Date	



## FORM D - PRICING AND SERVICE AFFIRMATION

Proposal of: Garza/Bomberger & Associates

(Proposer Firm Name)

To: South San Antonio Independent School District

## RFQ Number: 2023-17

## **RFQ Name: PUBLIC RELATIONS SERVICES**

Proposer will provide the product/services to the South San Antonio Independent School District ("SSAISD") and possibly other governmental agencies (through Interlocal-agreements). Additionally, the focus is on identifying all costs associated with the product/services. SSAISD is looking to quantify all fees and work towards solutions that minimize costs, while maintaining or improving current service levels. Please see Price Schedule (**Form D**) to this RFQ.

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFQ and any attachments thereto, the undersigned proposes to furnish the products/services required pursuant to the above referenced RFQ upon the terms quoted below.

**1 Price and Products/Services Quotation:** The prices quoted shall be SSAISD's pricing for the product or service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that SSAISD makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement. Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial RFQ response.

**2 SSAISD Payment Terms:** SSAISD's standard payment terms for services are "net 30 days" from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to SSAISD:

**3 General Terms and Conditions:** Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this RFQ unless exceptions are identified in the Exception Form (Form C).

Prompt Payment Discount

As stated % in the negotiation\_days / net 30 days.

Respectfully submitted:

Company Name: <u>Garza/Bomberger & Associates</u>

By:

Corporate Officer's Signature

Printed Name: Jorge Flores, AIA

Title: Principal

Date: March 5, 2024



## FORM E - EXCEPTION FORM

All deviations and exceptions to this RFQ must be expressly stated in this Exception Form (additional pages to this form may be added if necessary). In the absence of any entry on this Exception Form, the Proposer(s) assures SSAISD of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of the RFQ. THIS EXCEPTION FORM MUST BE SIGNED BY EACH PROPOSER(S) WHETHER THERE ARE EXCEPTIONS LISTED OR NOT, AND SUBMITTED WITH THE PROPOSAL. Proposers should respond to this section by quoting the exact language in this RFQ that they take exception to, and then indicate what the specific concern with the language is.

No exceptions.

Garza/Bomberger & Associates

**Company Name** 

Corporate Officer's Signature Jorge Flores, AIA

Printed Name March 5, 2024

Date



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PRO	DUCER				CONTA NAME:	<sup>c⊤</sup> Deborah	DeHart			
P. C	Insurance Agency, LTD 9. Box 39790 Antonio, TX 78218					<sub>o, Ext):</sub> (210) 6 <sub>SS:</sub> Deborah			):(210)	646-8418
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	5545 Fredericksburg #100				INSURE	RD:Great Ar	nerican Insu	rance Company of Ne	w York	22136
	San Antonio, TX 78229				INSURE	<u>RE:</u>				
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DEBORAHDEHART

GARZBOM-01

DATE (MM/DD/YYYY)

							1/	18/2024
THIS CERTIFICATE IS ISSUED AS A M. CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AND	LY O	R NEGATIVELY AME E DOES NOT CONST	END, EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	BY TH	E POLICIES
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IBC Insurance Agency, LTD					646-9870 22	386 FAX	(210) (	646-8418
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(Mandatory in NH)	<b>^</b>					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D Employment Practices		EPL4790695		2/23/2024	2/23/2025	Aggregate		2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	(ACOR	D 101 Additional Remarks Sc	chedule may b	a attached if mor	enace is requi	ed)		
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 CERTIFICATE HOLDER
 CANCELLATION

 FOR INFORMATION ONLY
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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ACORD	

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601 Embassy Oaks					seoneagency.com		
Suite 101							1000 4
San Antonio TX	78216-2019		Contine				20443
Garza/Bomberger & Associate	5		<b>******</b> *				
5545 Fredericksburg Road							
Suite 100 San Antonio TX	78229						
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## **CERTIFICATE OF INTERESTED PARTIES**

							1 07 1		
	os. 1 - 4 and 6 if there are interested parties. os. 1, 2, 3, 5, and 6 if there are no interested				Γ	OFFICE USI			
	siness entity filing form, and the city, stat	te and count	try of the bu	isiness entity's	place C	Certificate Number:			
of business. Garza/Bom	berger & Associates	2	2020-699380						
	io, TX United States		Date Filed:						
	vernmental entity or state agency that is a	rm is <sup>1</sup>	12/15/2020						
being filed. South San J	Antonio Independent School District		Date Acknowledged:	:					
	identification number used by the govern of the services, goods, or other property -17				or identify t	he contract, and pro	vide a		
Architectura									
4						Nature o	of interest		
-	Name of Interested Party		City, State	e, Country (plac	e of busines		pplicable)		
						Controlling	Intermediary		
Lewis, Roy			San Ant	onio, TX United	d States	X			
Flores, Jorge			San Ant	onio, TX United	d States	x			
5 Check only	if there is NO Interested Party.								
6 UNSWORN I	DECLARATION								
My name is _	Jorge E. Flores			, and r	my date of bi	rth is02/03/1	1959		
My address is	5545 Fredericksburg Road, S	Suite 100	Sa	an Antonio	T	X 78229	USA		
My address is	(street)		,	(city)	,(stat	e) (zip code)	_, (country)		
l declare und	ler penalty of perjury that the foregoing is tru	ie and correc	:t.						
Executed in	Bexar	Count	v. State of	Texas	, on the	5 <sub>day of</sub> _March	. 20 24		
		200.11				(month)			
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			Signature	e of authorized ag Decla		acting business entity			
Forms provided	by Texas Ethics Commission	www.eth	nics.state.tx	(.us		Version	V1.1.cd34673		



#### FORM H

South San Antonio ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to South San Antonio ISD along with your proposal.

The following certifications and provisions are required and apply when South San Antonio ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

## SOUTH SAN ANTONIO ISD VENDOR CERTIFICATION FORMS

#### FELONY CONVICTION NOTIFICATION

Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, 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 for services performed before the termination of the contract."

Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

## As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of vendor

#### CERTIFICATION OF COMPLIANCE WITH HOUSE BILL 89

Vendor certifies that is in compliance with all applicable provisions of the House Bill 89. Purchases made in accordance under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 must comply with the following:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with South San Antonio Independent School District.

Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor



The following provisions are required and apply when federal funds are expended by South San Antonio ISD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by South San Antonio ISD, South San Antonio ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by South San Antonio ISD, South San Antonio ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. South San Antonio ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if South San Antonio ISD believes, in its sole discretion that it is in the best interest of South San Antonio ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by South San Antonio ISD as of the termination date if the contract is terminated for convenience of South San Antonio ISD. Any award under this procurement process is not exclusive and South San Antonio ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of South San Antonio ISD.

Does vendor agree to abide by the above? YES\_\_\_\_\_Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by South San Antonio ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.



#### vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by South San Antonio ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by South San Antonio ISD, the vendor certifies that during the term of an award for all contracts by South San Antonio ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a

31



contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by South San Antonio ISD, the vendor certifies that during the term of an award for all contracts by South San Antonio ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by South San Antonio ISD, the vendor certifies that during the term of an award for all contracts by South San Antonio ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by South San Antonio ISD, the vendor certifies that during the term of an award for all contracts by South San Antonio ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any



other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by South San Antonio ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by South San Antonio ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (1) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor

## Record Retention Requirements for Contracts Paid for with Federal Funds – $2\,CFR\,\S\,200.333$

When federal funds are expended by South San Antonio ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by South San Antonio ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor





#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by South San Antonio ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of vendor

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT** 

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: Garza/Bomberger & Associates

Address, City, State, and Zip Code: 5545 Fredericksburg Road Suite 100, San Antonio, TX 78229

Phone Number: 210-349-7000

Printed Name and Title of Authorized Representative: Jorge Flores, AIA Principal

Email Address: jflores@gbarch.net

Signature of Authorized Representative:

Date: March 5, 2024 Federal Tax ID # 74-0833722



CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
N/A	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed. $N/A$	
Name of Officer	
<ul> <li>officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.</li> <li>A. Is the local government officer or a family member of the officer receiving or I other than investment income, from the vendor?</li> <li>Yes No N/A</li> <li>B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?</li> <li>Yes No N/A</li> <li>5 Describe each employment or business relationship that the vendor named in Section 1 members and the section 1 members of the section 1 member</li></ul>	h additional pages to this Form ikely to receive taxable income, t income, from or at the direction income is not received from the
other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	
<ul> <li>Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.07</li> </ul>	
Signature of vendor doing business with the governmental entity	Date
Form provided by Texas Ethics Commission www.ethics.state.tx.us	Revised 11/30/2015

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# SECTION 8 CONFLICT OF INTEREST

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South San Antonio	
CONFLICT OF INTEREST QUESTIONNAL For vendor doing business with local governmental entit	FORM (II()
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
N/A	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
<sup>3</sup> Name of local government officer about whom the information is being disclosed.	
N/A	
Name of Officer	
<ul> <li><u>4</u> Describe each employment or other business relationship with the local government offi officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attact CIQ as necessary.</li> <li>A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor?</li> </ul>	th the local government officer. In additional pages to this Form
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investmen of the local government officer or a family member of the officer AND the taxable local governmental entity? Yes No	income is not received from the
5 Describe each employment or business relationship that the vendor named in Section 1 n other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(	
	1-2024 Date

## CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. 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 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.

# SECTION 9 INSURANCE SAMPLE

**A** 

## Section One – Firm Information

1-2 Provide proof of professional liability insurance, general liability, auto liability and worker's compensation/employer's liability insurance. Professional liability insurance should remain in force during the term of the contract. Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and worker's compensation/employer's liability insurance coverage. Provide history of claims regarding design errors and omissions and other professional liability claims.



#### PROFESSIONAL LIABILITY INSURANCE **Carrier: Continental Casualty** Insurance Agent: Patrice Currier 210 402-0288 Amount: Limits per claim: \$2,000,000. Limits in aggregate: \$4,000,000. Deductible: Date: 08/06/2023 Length of Time 1 Year Coverage Maintained: Since 2019

AUTO LIABILITY INSURANCE Carrier: The Travelers Indemnity Company of America Agent: IBC Insurance Agency, LTD

## Amount:

Limits per project:	\$1,000,000.
Limits in aggregate:	\$2,000,000.
Deductible:	No deductible
Expiration Date:	02/10/2024
Length of Time	
Coverage Maintained:	Continuous

ous since 1997

GENERAL LIABILITY INSURANCE Carrier: The Travelers Indemnity		WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE			
Company of America Agent: Agency,	IBC Insurance, LTD	Carrier: Texa Company Agent: IBC Insurance	s Mutual Insurance		
Amount: Limits per project: Limits in aggregate: Deductible: Expiration Date: Length of Time	\$1,000,000. \$2,000,000. No deductible 02/10/2024	Amount: Limits per project: Limits in aggregate: Deductible: Expiration Date: 02/10 Length of Time	\$1,000,000. \$1,000,000. No deductible 0/2024		
Coverage Maintained:	Continuous since 1997		Continuous since 1997		



							_		
ACORD	CEF	RTIF	ICATE OF LIA	BILI	<b>FY INSU</b>	IRANCE	E		(MM/DD/YYYY)
									29/2023
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF I REPRESENTATIVE OR PRODUCE	ATIVELY ISURANC	or ne E do	GATIVELY AMEND, EXTERS NOT CONSTITUTE A C	ND OR	ALTER THE (	OVERAGE A	AFFORDED BY THE POL	CIES	;
IMPORTANT: If the certificate hole	ler is an <i>l</i>		ONAL INSURED, the polic	cy(ies) r	nust be endo	rsed. If SUB	ROGATION IS WAIVED,	subject	to
the terms and conditions of the p	-	•	licies may require an endo	orseme	nt. A stateme	ent on this ce	ertificate does not confer	rights	to the
certificate holder in lieu of such e	ndorseme	ent(s).			ст <u>–</u>				
PRODUCER				CONTA NAME: PHONE		Currier	FAX		
Insurance One Agency, L.C.				(A/C. No	. Ext): (210)	402-0288	(A/C, No):	(210) 402	4032
601 Embassy Oaks				ADDRE	ss: tcurrie	r@insuranc	ceoneagency.com		
Suite 101							NDING COVERAGE		NAIC #
San Antonio TX	78216	-2019	)	INSURE	RA:Contine	ental Casu	alty Company		20443
INSURED	INSURER B :								
Garza/Bomberger & Associate	s			INSURE					
5545 Fredericksburg Road				INSURE	RD:				
Suite 100	70000			INSURE					
San Antonio TX	78229			INSURE	RF:				
			NUMBER: 23/24				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF S	' REQUIRE Y PERTAIN UCH POLI	MENT, I, THE I CIES. L	TERM OR CONDITION OF AN INSURANCE AFFORDED BY T IMITS SHOWN MAY HAVE BE	NY CONT THE POL	FRACT OR OTH ICIES DESCRI DUCED BY PAIE	HER DOCUME BED HEREIN I O CLAIMS.	NT WITH RESPECT TO WHI	CH THIS	
INSR TYPE OF INSURANCE		DL SUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
							EACH OCCURRENCE	\$	
CLAIMS-MADE OCCUF							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
OTHER:								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULE AUTOS AUTOS							BODILY INJURY (Per accident)	\$	
HIRED AUTOS NON-OWN	D						PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB OCCUF							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIM	-MADE						AGGREGATE	\$	
DED RETENTION \$								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	V/N						PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y/N N/	A					E.L. EACH ACCIDENT	\$	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
A Professional Liability			591922046		8/6/2023	8/6/2024	Per Claim Aggregate		2,000,000 4,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / Y	EHICLES (A	CORD 1	01, Additional Remarks Schedule, n	nay be atta	ached if more spa	ce is required)			
CERTIFICATE HOLDER				CANO	ELLATION				
"For Information On	-У"			SHC THE ACC	ULD ANY OF T EXPIRATION [	DATE THEREO	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		DBEFORE
				ļ., .	o1. /-	D1			
1				Jamie	e Oliver/L	DT			

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# SECTION 10 FORM 1295

SOUTH SAN STADIUM BOBCATS Low Low South Sale BOBCAT PRIDE S



CERTIFICATE OF INTERESTED P	PARTIES	FOR	м 1295	
			1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested partie	PS.	OFFICE US		
<ol> <li>Name of business entity filing form, and the city, state and of business.</li> <li>Garza/Bomberger &amp; Associates</li> <li>San Antonio, TX United States</li> </ol>	Certificate Number: 2024-1130154 Date Filed:	2024-1130154		
<ul> <li>2 Name of governmental entity or state agency that is a part being filed.</li> <li>South San Antonio Independent School District</li> </ul>	03/01/2024 Date Acknowledged:			
3 Provide the identification number used by the government description of the services, goods, or other property to be RFQ 2023-17 Architectural Services	tal entity or state agency to track or identify provided under the contract.	y the contract, and pro	ovide a	
4		Nature o	of interest	
Name of Interested Party	City, State, Country (place of busir		pplicable)	
Lewis, Roy	San Antonio, TX United States	Controlling X	Intermediary	
Flores, Jorge	San Antonio, TX United States	x		
Rodriguez, Gabriela	San Antonio, TX United States	x		
Rodriguez, Paul	San Antonio, TX United States	×		
5 Check only if there is NO Interested Party.	·	·	·	
6 UNSWORN DECLARATION				
	, and my date of	birth is02/03/19	59	
My address is 5545 Fredericksburg Rd., Ste. (street)		TX , 78229 (zip code)	_, <u>Bexar</u> . (country)	
I declare under penalty of perjury that the foregoing is true and	l correct.			
Executed in Bexar	County, State of Texas, on the	1st_day ofMarch (month)		
	Signature of authorized agent of cor (Declarant)	ntracting business entity	,	

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V3.5.1.9000c47f



# SECTION 11 FORM HB89

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### SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT HB 89

Verification of Vendor

[TX Gov't Code § 2270.001] (Included in All Applicable District Contracts for Goods and/or Services)

This Verification of Vendor is included in all contracts entered into by the San Antonio Independent School District, and its campuses and departments, for goods and/or services, as required by Chapter 2270 of the Texas Government Code.

The District is prohibited from entering into a contract with a company<sup>i</sup> for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel<sup>ii</sup> and (2) will not boycott Israel during the term of the contract.

Accordingly, please complete the following verification, which is hereby incorporated by reference into the contract for goods and/or services with the San Antonio Independent School District:

VERIFICATION					
I hereby verify on behalf of <u>Garza/Bomberger &amp; Associates</u> am authorized to make this verification on the company's behalf and so verify that the company does not a Israel and that it will not boycott Israel during the term of its contract with the San Antonio Independent District for goods and/or services. Signature of Verifier <u>Jorge E. Flores</u> Printed Name of Verifier <u>Principal</u> Title of Verifier <u>March 1, 2024</u> Date of Verification This document no longer has to be not	School				

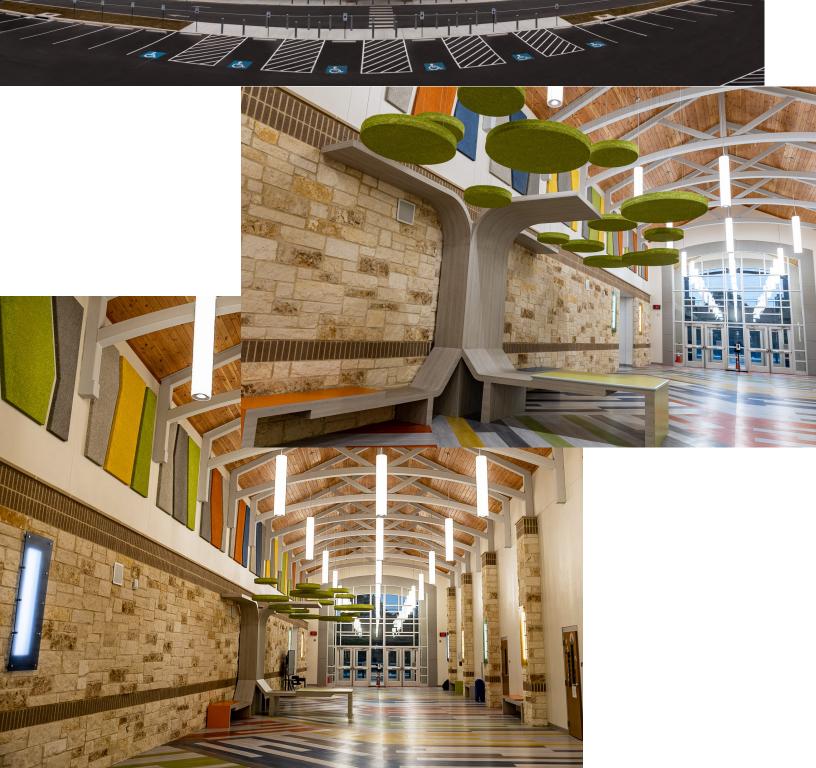
1. Boycott Israel" means refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflect economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel controlled territory, but does not include an-action made for ordinary business purposes.

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.



# SECTION 12 FORM SB 252

1





SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## **<u>SB 252</u>** Verification Form

I, the undersigned vendor, do hereby certify and verify that Contract is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S Secretary of State.

The undersigned verifies that: Garza/Bomberger & Associates (Insert Company Name Here)

does not have contracts; or
 provide supplies or services to Foreign Terrorist Organizations

Dated this

day of

of March . 20<sup>24</sup>

Signature of Company Representative

1st

Jorge E. Flores

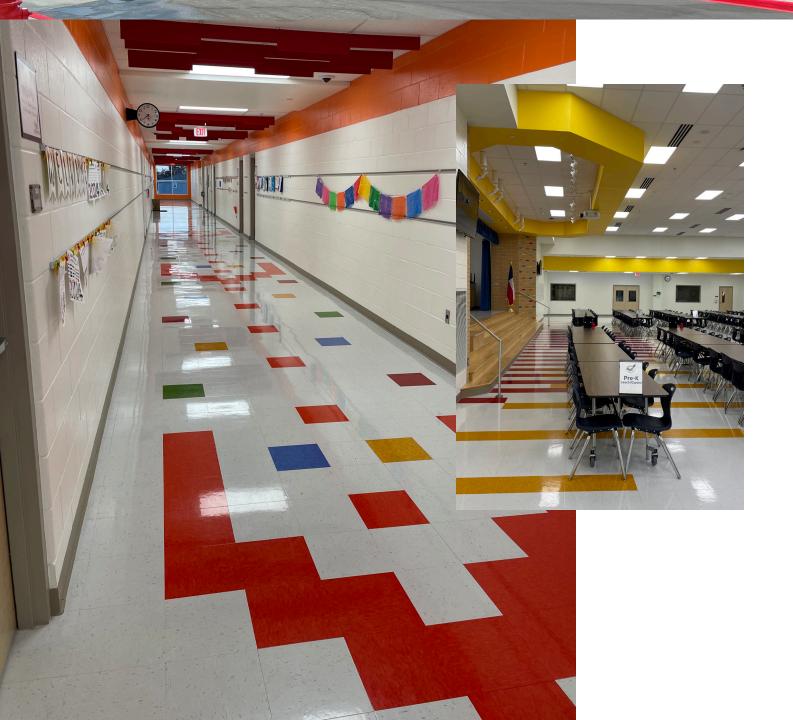
Printed Name of Company Representative





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## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT PROCUREMENT DEPARTMENT

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

## EDGAR CERTIFICATION FORM ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT (ALL PAGES MUST BE COMPLETED AND TURNED IN WITH PROPOSAL)

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS <u>APPENDIX II TO 2 CFR PART 200</u>

SAISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. The following certifications and provisions are required and apply when SAISD expends federal funds for any contract resulting from this procurement process.

Pursuant to <u>2 C.F.R. § 200.326</u>, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of <u>Appendix II to Part 200</u>, as applicable.

## A.) <u>Vendor Violation or Breach of Contract Terms:</u>

Contracts for more than the simplified acquisition threshold which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. When SAISD expends federal funds, SAISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

## B.) <u>Termination for Cause or Convenience by the Grantee or Subgrantee including the Manner</u> by which it will be <u>affected and the basis for settlement:</u>

SAISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to:

(1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. SAISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if SAISD believes, in its sole discretion that it is in the best interest of SAISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by SAISD as of the termination date if the contract is terminated for convenience of SAISD. Any award under this procurement process is not exclusive and SAISD reserves the right to purchase goods and services from other vendors when it is in SAISD's best interest.

