

# **TRINITY BASIN PREPARATORY**



## **REQUEST FOR QUALIFICATIONS/ PROPOSALS – DESIGN BUILD SERVICES**

**Renovation and New Construction (TBP Tyler  
Street Campus)**

**#SY23 - 2**



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# PART I – RFQ/ General Information

## 1.1 – BACKGROUND

Trinity Basin Preparatory (“TBP”) is a free public charter school that serves students in Dallas, Fort Worth, and Mesquite in grades PK3-8th. At Trinity Basin Preparatory, we believe every child can succeed, and our teachers, staff, and administrators are all dedicated to that success. We strive to provide a well-rounded and rigorous education to our students focusing on core academic areas and holding our students to high expectations.

Pursuant to Texas Government Code § 2269.053, the Board of Directors has delegated its full authority under Chapter 2269, including vendor selection and approval, to the Superintendent or designee or a committee formed by the Superintendent or designee.

## 1.2 – FUNDING

Trinity Basin Preparatory is a 501(c)(3) non-profit organization. Funding for TBP operations and programs are provided through fundraising, philanthropic grants, state, and federal funding.

TBP operates on a fiscal year that ends on August 31st. Because state law mandates that a district may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

## 1.3 – SERVICES SOLICITED

1. Trinity Basin Preparatory, Inc. (“TBP”) is soliciting requests for qualifications (“RFQ”) Section 1.4, and requests for proposals (“RFP”) Section 2.0 for **Design Build Services** at 915 West 9<sup>th</sup> Street, Dallas TX 75208.
2. **This will be a Two-Step process.** In Step 1, TBP will solicit and accept responses to the RFQ. TBP will qualify a maximum of five responders that submit proper qualification submissions to submit proposals. In step 2, TBP will request sealed proposals from those responders qualified and selected by TBP. Only those respondents selected and contacted by TBP should submit proposals.
3. The work will include the interior remodel of an existing school building to house offices and 20 classrooms plus the ground up construction of a 2 story 29,000 sq. ft. building to house an additional 24 classrooms with teacher support spaces, restrooms, and a kitchen cafeteria/ multi use space. The proposal will also include new site parking with circulation and all related landscaping.
4. Pursuant to Texas Government Code section 2269.053, the Board of Directors of TBP has delegated to Randal C. Shaffer, Chief Executive Officer of TBP, the authority to issue this request for submittal and to receive and rank submittals received in response to same.
5. In person site-visits of the property are mandatory prior to submitting a proposal. A description of the project is included below. All pricing proposed should hold for 60 days from date of submission.
6. All work must be complete on or before July 19, 2024. Failure to complete the work by this date and to obtain a certificate of occupancy will result in substantial penalties to the Design Build Firm.

## 1.4 – RFQ - Request for Qualifications (Step 1)

Offerors who can meet the technical specifications for quality and other terms of this proposal package, and who are not debarred and/or suspended from conducting business with district, federal and state funded agencies are invited to respond.

1. Contact Person: Jason Oliver, Construction Services Project Manager, [JOliver1@trinitybasin.net](mailto:JOliver1@trinitybasin.net).
2. **Submittals must be received NO LATER THAN 12:00 p.m. on Monday, November 16, 2022, in the administrative office of Trinity Basin Preparatory, at 2730 North Highway 360, Grand Prairie TX 75050. If sent by mail or courier please mark your submittal “SY23 – 2 RFQ STEP 1”.**
3. Qualifications may be modified or withdrawn prior to the opening of the qualifications.
4. **FAXED OR ELECTRONIC SUBMITTALS WILL NOT BE ACCEPTED.**
5. No price or cost related information is to be included in the Qualifications Submission.
6. Questions for Qualifications (answers to the following must be accurate and complete to be considered):
  - a. Describe the experience of your firm, and of any team members, in designing school facilities in Texas.
  - b. Describe the experience of your firm, and of any team members, in constructing school facilities in Texas.
  - c. Describe the experience of your firm, and of any team members, in designing and/or constructing facilities for the State of Texas or local municipalities in Texas.
  - d. Describe the technical competence (i.e. knowledge, skill, ability) of your firm, and of any team members, to complete this project.
  - e. Describe the capability (financial, logistical, and operational) of your firm, and of any team members, to complete this project.
  - f. Describe the past performance of your firm, and of any team members, of similar projects. Include a description of the project, delivery method, final cost, and start and completion dates. For each project, provide the name, address, and telephone number of a person who may be contacted for further information. It is highly desirable that some of this reference be other school districts or public sector accounts comparable in size.
  - g. Identify all claims, lawsuits (live or potential) or demands against your firm and/or any of their respective officers received within the last 5 years.
  - h. Identify any bankruptcy action or filings of your firm or any of its subsidiaries, entities, or officers within the last 5 years.
  - i. Identify all administrative actions, investigations, pursued or issued by any federal, state or local governmental agency within the last 5 years involving your firm, its subsidiaries, and/or any of their respective principals/officers.
  - j. Identify the architects and engineers who will be working on the project. Include their qualifications and a copy of their license to practice in the State of Texas. Each firm must certify that each architect or engineer that is a member of the vendor firm was selected based on demonstrated competence and qualifications, in the manner provided by Section 2254.004, Texas Government Code.



- a. Qualification submissions must also include completed original copies of the following (which are included in this packet):
  - b. Copy of liability and workers compensation insurance coverage;
  - c. Non-Collusive Bidding Certificate;
  - d. Conflict of interest affidavit. A fully executed copy of the required affidavit can be downloaded at:  
[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).
  - e. Felony Conviction Notification; and
7. Provide a full resume of:
- a. Respondent’s highest ranking officer;
  - b. Proposed Project Manager; and
  - c. Proposed Project Superintendent.
8. Provide a brief summary of any appropriate factors about the qualifications of you or your team members, that you believe are relevant to the consideration of your qualifications for this Project, that have not been disclosed in answer to the questions and requests listed above.
9. **Three** copies of the submittal shall be delivered to TBP central administrative office on or before the due date.
10. Qualification Submissions will be evaluated and ranked by TBP, and/or its designees, using the following evaluation criteria and weighting:
- |                                   |     |
|-----------------------------------|-----|
| • Experience of Offeror           | 20% |
| • Technical Competence of Offeror | 25% |
| • Capability of Responder         | 35% |
| • Past Performance                | 20% |

Based on the evaluation criteria and weightings, TBP will qualify a maximum of five responders to submit proposals that contain additional information. **TBP will notify the Respondents by Friday, November 18th, 2022 if they have been selected as finalists to submit a Proposal for the project.** These “finalists” will be invited to submit responses to the Request for Proposals in Step two of this process.



## 1.5 – DATES AND AMENDMENTS

A solicitation packet will be available at 12:00 pm CST on November 3rd, 2022 at TBP’s Central Office located at 2730 N. Hwy. 360, Grand Prairie, Texas 75050 and on our website at the following link [Compliance / Request for Proposal \(trinitybasin.com\)](https://www.trinitybasin.com) . The vendor is responsible for obtaining any updates or amendments from the website.

Listed below are the scheduled activities related to this solicitation:

ACTIVITY	DATE
Publication of solicitation	11/02/2022
RFQ Responses due	11/16/2022 by noon
Finalist Selection	11/18/2022

All responses will be received and opened publicly at the time and place prescribed. Names and monetary proposals of offerors will be read aloud. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but TBP’s records are a matter of public record.

## 1.6 – FORMAT AND SUBMISSION

Responses shall be submitted in an envelope marked on the outside with the offeror’s name, address and **“SY23–2 RFQ Step 1”**.

Please submit one (1) original and four (4) copies of the response to:

Trinity Basin Preparatory  
Jason Oliver  
Project Manager  
2730 N. State Hwy. 360  
Grand Prairie, TX 75050

Trinity Basin Preparatory will not be responsible for delivering mail from the post office, courier, or any other form of delivery. Responses must be received in time to be time-stamped at the above location. Trinity Basin Preparatory is not responsible for mail service. To submit a response via mail, all documents must be returned, and an original signature provided on the offer form. Responses will not be accepted in either format without a signature. All responses must be submitted with any other requested documents/information as set forth in this solicitation. Any response submitted that is incomplete will be disqualified. Responses submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

Responses must be delivered to and received prior to the deadline and to the address noted above. There will be no exceptions. Responses received after the deadline will not be considered for this procurement. No facsimiles or e-mails will be accepted, no exceptions.

If you have any questions regarding this process, please contact our Central Office at (214) 946-9100.



## **SY23 - 2 RFP Step 2 Finalist**

The Trinity Basin Preparatory Tyler Street campus has an existing improvement which consists of 2 buildings; one constructed in 1978 and the other as an addition acting as the main building in 2001. TBP is looking to renovate these existing buildings as well as add a new ground up building and all parking, circulation, and landscaping to the site.

1. The work will include (A) the interior remodel of the existing school building to house offices and 20 classrooms plus (B) the ground up construction of a 2 story 29,000 sq. ft. building to house an additional 24 classrooms with teacher support spaces, restrooms, and a kitchen cafeteria/ multi use space. The proposal will also include new site parking with circulation and all related landscaping.

### ***(A) Renovation of the existing building:***

1. All work must meet current federal, state, and local codes.
2. The existing building will need to accommodate 20 classrooms.
3. The existing buildings' central library/ office spaces will be renovated into the new office block to include:
  - a. Secure entry vestibule and reception space.
  - b. 5 offices, including a principal's office.
  - c. Conference room.
  - d. Staff and teacher work room.
  - e. Staff and teacher lounge.
  - f. Staff and teacher restroom.
  - g. School Clinic with self-contained restroom.

### ***(B) Proposed 2 Story building and site work:***

1. All work must meet all applicable federal, state, and local codes.
2. The new building will be approximately 29,000 square feet and sit at the South West corner of the site.
3. Refer to the attached Proposed Development Plan for location, orientation, and potential layout of all site work.
4. Refer to the attached current City of Dallas SUP for this site.
5. The new building will need to include:



- a. 24 classrooms.
  - b. Student restrooms on both floors.
  - c. Teacher restrooms on both floors.
  - d. A kitchen with Multipurpose/ cafeteria space capable of servicing all 44 classrooms (approximately 900 students).
  - e. Secure entry vestibule.
  - f. 4 small offices.
  - g. Appropriate storage spaces.
  - h. 1 teacher workroom.
  - i. Mechanical & custodial closets
- 6. Finished floors to be sealed polished concrete.
  - 7. Site will include approximately 100 parking spaces
  - 8. 2 Site must include approximately 20 Bicycle parking spaces per the City of Dallas.
  - 9. Site must meet all requirements for trees, landscape buffers, and site lines per the City of Dallas.

After an in-person site visit has been conducted, the offeror may suggest additional items to this scope which will further enhance the work. The above scope is the minimum the offeror should include with their proposal.

Please submit one (1) original and four (4) copies of the response for the RFP Step 2 to:

Trinity Basin Preparatory  
 Jason Oliver  
 Project Manager  
 2730 N. State Hwy. 360  
 Grand Prairie, TX 75050

ACTIVITY	DATE
Walk Throughs – Call to schedule appointments	11/28/2022 – 12/02/2022
RFP responses due	12/07/2023
TBP will announce the winning bid	12/09/2023



## 1.7 – WITHDRAWAL/ALTERATION

**Responses may be modified or withdrawn prior to the submission date.** No response may be withdrawn for a period of sixty (60) calendar days after the submission date unless there is a material mistake. Responses may be withdrawn only by delivery of a written request to TBP prior to the specified deadline time/date stated for submission. The authorized signatory must sign such requests.

Offerors must submit written requests to change any specifications/conditions with their response. *Changes made without submission of a written request to the response will result in disqualification.*

## 1.8 – SELECTION

TBP will consider all responses to the solicitation to the maximum extent practical. TBP may select the responsible offeror whose proposal provides the best value to TBP based on selection criteria and on ranking evaluation. It may be necessary for TBP to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

An award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification; however, TBP reserves the right, in its sole discretion, to conduct interviews to assist in a complete and thorough evaluation of the responses. If interviews will be conducted, offerors will be notified by email at a reasonable time in advance of the scheduled interview. The purpose of the interview is for offerors to demonstrate their qualifications and/or ability to meet TBP's solicited requirements.

TBP may first attempt to negotiate a contract with the selected offeror. TBP may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If TBP is unable to reach a contract with the selected offeror, TBP may formally end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all responses are rejected.

TBP reserves the right to request Best and Final Offers (BAFO) from all responsive offerors. Notice of the BAFO will be sent to the offerors by the issuing Department. The BAFO will allow the offerors to modify their initial offer and/or include any added inducements that will improve the overall score in accordance with the evaluation criteria. Upon receipt of the BAFOs, the evaluation committee will review and score in accordance with solicitation specifications.

## 1.9 – REJECTION

TBP makes no representation of any kind that an award will be made as a result of this solicitation or for the project. TBP reserves the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies in a response, or reissue this solicitation or delete any items/requirements from this solicitation when deemed to be in TBP's best interest.

Responses may be rejected, among other reasons, for any of the following specific reasons:

- Received after the time limit for receiving responses as stated in the advertisement.
- Response containing any irregularities.
- Unbalanced value of any items.

Offerors may be disqualified, and their responses not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the offerors.
- Reasonable grounds for believing that any offeror is interested in more than one proposal for the work contemplated.
- The offeror being interested in any litigation against TBP.
- The offeror being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of TBP will prevent or hinder the prompt completion of additional work if awarded.

## 1.10 – PUBLIC INFORMATION

Prospective offerors are hereby notified that TBP strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

TBP may seek to protect from disclosure all information submitted in response to this solicitation until such time as a final agreement is executed.

Upon execution of a final agreement, TBP will consider all information, documentation, and other materials requested to be submitted in response to this solicitation, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Offerors will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

## 1.11 – PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of these items shall be in accordance with the TBP's procurement policies and general terms as follows:

- A response does not commit TBP to award a purchase agreement or a contract. TBP does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by TBP.
- TBP reserves the right to accept or reject any or all responses received, to cancel or extend in part or in entirety this solicitation, waive technicalities, or make multiple or partial awards where determined to be in the best interest of TBP.
- Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this solicitation.
- When submitting proposals, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this solicitation.
- Responses received will become a part of TBP's official files without further obligation to the offerors.
- The contents of a successful response may become a contractual obligation if selected for funding. Failure of the offeror to accept these obligations can result in cancellation of an award or purchase agreement. TBP reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this solicitation or if adequate funding is not received.
- TBP reserves the right to contact any individual, agency, or employers listed in the response, to contact others who may have experience and/or knowledge of the offeror's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all offerors.
- Offerors shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of TBP, or to any consultant, employee, or member of TBP for the purpose of or having the effect of influencing favorable disposition toward their own response or any other response submitted hereunder.
- No employee, officer or member of TBP shall participate in the selection, development of a response to this solicitation, award or administration of a contract supported by the solicitation if a conflict of interest, real or apparent, would be involved.
- Offerors shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts. Violation of this provision may cause an offeror's response to be rejected.

## PART II – General Conditions

The specifications that follow are minimum basic requirements. Any deviation or comparable must be properly identified and be acceptable by TBP. Responses will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. TBP reserves the right to waive any irregularities and to make the award in the best interests of TBP.

For this reason, vendors are discouraged from describing and deviations simply as “equal” or “exceeds” the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the space provided or on a separate piece of paper and submit with their response. Failure to do so may result in the rejection of the response and/or product for non-compliance. Any deviation to specifications must be listed and clearly defined. If additional pages are needed, please include a separate sheet of paper titled “Deviations to Specifications” and include with the response document.

### 2.1 – PAYMENT TERMS & CONDITIONS

All responses shall specify terms and conditions of payment, which will be considered as part of, but not control, the award. The proposed price should be firm (fixed). If the offeror, however, believes it necessary to include in the price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or “trigger” at which the increase would be effective.

TBP is exempt from federal excise tax, state, and local tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.

It is the intention of TBP to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. **Orders must be given a Purchase Order Number to be valid.** No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made. Payment will not be made by TBP until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with TBP Purchasing procedures, unless this provision is waived by TBP.

### 2.2 – WARRANTY REGARDING PRICE

The price to be paid by TBP shall be that contained in the response which the offeror warrants to be no higher than offeror’s current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event offeror breaches this warranty, the prices of the items shall be

reduced to the offeror's current prices on orders by others, or in the alternative, TBP may cancel the contract without liability to offeror for breach or offeror's actual expense.

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

### 2.3 – INSURANCE REQUIREMENTS

Providing and maintaining insurance coverage is a material term of this solicitation. Offeror shall, at all times during the term of this award and at its sole expense, keep in full force and effect the following minimum limits of insurance:

- i) General Liability: Offeror shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Offeror or anyone directly or indirectly employed by Offeror. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- ii) Professional Liability: If Offeror performs licensed professional services, Offeror shall maintain professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- iii) Automobile Insurance: Offeror shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of Offeror's use of any owned, hired, and or non/owned vehicle, with minimum limits of liability of \$1,000,000.00 combined single limit, per accident. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- iv) Umbrella Insurance: Offeror shall maintain umbrella insurance providing excess coverage in the amount of \$3,000,000.00 and providing such additional coverage for all of the risks and obligations of Offeror described in this Agreement. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- v) Workers' Compensation: Offeror shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.



The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Conforming Certificates of Insurance must be provided no later than thirty (30) days prior to the start of work and replacement or renewal certificates no less than thirty (30) days prior to the expiration of any such insurance.

The Offeror agrees to waive all right of subrogation against TBP, its officials, employees and volunteers for losses from work performed by Offeror for TBP. The Offeror shall hold TBP harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Offeror or failure of Offeror to perform any work or obligation provided for in this solicitation.

## **2.4 – BONDING**

You must include with your response a letter of intent from a surety company indicating your firm's ability to obtain payment and performance bonds for the entire construction cost of the project within 5 days after the contract is signed. If you do not include this letter, your bid will be considered incomplete and will be rejected. The surety shall acknowledge that the firm may be bonded for each stage/phase of the project, with a potential maximum of the entire construction cost. Bonds must be provided by a Treasury-listed corporate Surety authorized to do business in the State of Texas.

## **2.5 – ATTACHMENTS**

The attachments listed below are required and should be included with the response. All forms must be signed and completed.

1. Proof of Insurance and/or Bonding
2. W-9
3. Attachment A – Questionnaire
4. Attachment B – Non-Collusive Bidding Certificate
5. Attachment C – Conflict of Interest Questionnaire
6. Attachment D – Felony Conviction Notice
7. Attachment E – Criminal History Review
8. Attachment F – Debarment and Suspension Certificate
9. Attachment G – Child Support Certification
10. Attachment H – EDGAR Certification
11. Attachment I – SUP Ordinance 32149
12. Attachment J – Proposed Site Plan 2022
13. Attachment K – Existing Building Floor Plan with Proposed Plan Sketch Overlay

## **PART III – Evaluation**

### **3.1 – CRITERIA**

Contract(s) will be awarded to the responsible offeror whose proposal provides the best value to TBP, with price and other factors considered.

TBP will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of this procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

### **3.2 – RESPONSIVE/RESPONSIBLE RESPONDENTS**

TBP staff will review responses received to determine if they are responsive. For responses to be considered responsive and to be evaluated for selection, the following requirements must be met:

1. The response must have been submitted by the due date and time.
2. The response must be complete with the original signatures.
3. The response must be for the specific services requested and described in the solicitation packet.
4. The response must be submitted in the format described in the solicitation packet.
5. One original and four copies must be submitted.

All responses will be screened for inclusion of all required information prior to release to the evaluation team. TBP staff may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

### 3.3 – STEP 2 RUBRIC

TBP’s selection committee will rank responses in accordance with the criteria and values identified below. Importantly, TBP’s selection committee will select a response(s) based upon the offeror’s ability to perform the services, as set forth in this solicitation. TBP reserves the right to reject any response from an offeror who is in breach of contract or otherwise is not in good standing under any current or prior contract with TBP at the time of selection. In considering the criteria below, TBP will take into account the proposer’s demonstrated competence, qualifications, and past performance, among other pertinent considerations.

<b>CRITERIA</b>	<b>VALUE</b>
Price of Services	40
Offeror’s service and delivery capabilities (ability to obtain materials quickly and provide a quality product)	20
Schedule of Work	15
Relevant Experience and Qualifications	15
References	10
<b>Grand Total</b>	<b>100</b>

### 3.4 – REPRESENTATIONS OF OFFEROR

By submitting this response, the offeror represents and warrants that:

1. Offeror is familiar with the requirements and has taken them into account in preparing its response.
2. Offeror has read and understands all solicitation documents, is familiar with the applicable laws including those of agencies and municipalities with jurisdiction over the work, and has prepared its proposal anticipating full compliance with all of the requirements.
3. Offeror is financially solvent, able to pay its debts, and possesses sufficient working capital to complete performance of its contract or material contract.
4. Offeror is experienced, competent and able to furnish the labor, tools, materials, supplies, equipment, insurance and supervision and is qualified to perform the work requested.
5. Offeror is authorized to do business in the State of Texas.
6. Offeror holds any license, permit or other special evidence necessary to perform the work or will subcontract with individuals or entities who hold such licenses or permits.

**[END OF DOCUMENT]**





## EXHIBIT A – QUESTIONNAIRE

In whatever form you prefer, please provide the following information in the sequence prescribed by this questionnaire.

### 1. Firm information

Name of firm:

Address of principal office:

Phone and Fax:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other):

Year founded:

Name and contact info for primary contact:

### 2. Organization

2.1 How many years has your organization been in business?

2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice President's name(s), Secretary's name, Treasurer's name.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), and names of general partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

2.7 Is your organization a Certified Minority or Woman Owned Business (M/WBE), have a Joint Venture Agreement with a certified M/WBE, or have a Prime Subcontractor Teaming Agreement with a certified M/WBE? If yes, indicate ethnicity and gender and submit certification with your proposal. Vendors do not have to be a certified M/WBE to participate in the district's contracting and purchasing activities.

### 3. Personnel: For each individual proposed to be assigned to provide work on this procurement, list:

3.1 Name.

3.2 Years of experience.

3.3 Licenses.

**4. Experience**

4.1 List the categories of work that your organization normally performs with its own forces.

4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

4.3 Work over last five years:

List major projects (particularly projects of similar scope and size) handled by your organization over the last five (5) years. For each project, provide the name, nature of the project, size, location, cost, and owner.

**5. Claims and Suits** (If the answer to any of the questions below is yes, please attach details.)

5.1 Has your organization ever failed to complete any work awarded to it? If so, explain.

5.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

5.3 List any legal action or suits your organization has been involved in during the past five (5) years.

**7. References**

For three (3) of the projects listed above, identify a representative of the owner (provide name, phone/fax numbers) whom we could contact as references regarding your organization's services. Ideally, some of the references should be for projects of comparable scope.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



**Attachment B**

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor.
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor, or potential Competitor.
- c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal.
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Texas Education Code Section 44.034. Notification of Criminal History of Contractor.

- a) 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.  
Vendor response (initial): negative \_\_\_\_\_ or see attached information \_\_\_\_\_
- b) 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.
- c) This section does not apply to a publicly held corporation. Initial if (c) applies \_\_\_\_\_

**Signature below certifies to all three sections above.**

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_

# 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.

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).

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.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
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.

## **Criminal History Review of Contracting Party Employees**

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

“*Covered Employees*”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. Trinity Basin Preparatory (“TBP”) retains the discretion to determine what constitutes direct contact with students.

For public works, a person does not have the opportunity for direct contact with students if:

- (1) the public work does not involve the construction, alteration, or repair of an instructional facility;
- (2) for a public work that involves construction of a new instructional facility, the person's duties related to the contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or
- (3) for a public work that involves an existing instructional facility:
  - (A) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
  - (B) the contracting entity adopts a policy prohibiting employees, including subcontracting entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

All contractors must work with TBP to comply with the requirements of Texas Education Code § 22.0834 and § 22.08341 prior to beginning services to TBP.

**CRIMINAL HISTORY REVIEW OF CONTRACTING PARTY EMPLOYEES**

**Please complete the information below:**

I, the undersigned agent for \_\_\_\_\_ (“Contracting Party”),  
certify that [check one]:

None of the employees of Contracting Party or any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that Contracting Party has taken precautions or imposed conditions to ensure that the employees of Contracting Party and any subcontractors will not become covered employees. Contracting Party will maintain these precautions or conditions throughout the time the contracted services are provided.

*Or*

Some or all of the employees of Contracting Party or any subcontractors are “covered employees.” If this box is checked, I further certify that:

1. If Contracting Party receives information that a covered employee subsequently has a reported criminal history, Contracting Party will immediately remove the covered employee from contract duties and notify TBP in writing within three business days.
2. Upon request, Contracting Party will provide TBP with the name and any other requested information regarding covered employees so that TBP may obtain criminal history record information on the covered employees.
3. If TBP objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contracting Party agrees to discontinue using that covered employee to provide services to TBP.
4. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to TBP or having any direct contact with students.

I understand that non-compliance with this certification by Contracting Party may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_  
Signature of Contracting Party Official

\_\_\_\_\_  
Date

**Debarment or Suspension Certificate**

Trinity Basin Preparatory is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Contracting Party must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Contracting Party certifies that no suspension or debarment is in place, which would otherwise preclude Contracting Party or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

---

Signature of Contracting Party Official

---

Date

## Child Support Certification

### Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

- a person who is more than 30 days delinquent in paying child support, and
- a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until:

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include:

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application, and
- the statement in Section 3 below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that the statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

### Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name:	SSN:
Name:	SSN:
Name:	SSN:
Name:	SSN:

### Section 3

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Contractor Authorized Representative Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**X**

1-11-22

ORDINANCE NO. 32139

An ordinance amending the zoning ordinances of the City of Dallas by permitting the following property, which is presently zoned as Area A within Planned Development District No. 487:

BEING Lot 1A in City Block 175/3234 bounded on three sides by Polk Street, 9<sup>th</sup> Street, and Tyler Street; fronting approximately 418 feet along the east line of Polk Street; fronting approximately 500 feet along the north line of 9<sup>th</sup> Street; fronting approximately 418 feet along the west line of Tyler Street; and containing approximately 4.798 acres,

to be used under Specific Use Permit No. 2443 for an open-enrollment charter school; providing that this specific use permit shall be granted subject to certain conditions; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city plan commission and the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the City of Dallas, have given the required notices and have held the required public hearings regarding this specific use permit; and

WHEREAS, the city council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the city council finds that it is in the public interest to grant this specific use permit, subject to certain conditions; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:



32139

SECTION 1. That the zoning ordinances of the City of Dallas are amended to allow the following property (“the Property”), which is presently zoned as Area A within Planned Development District No. 487, to be used under Specific Use Permit No. 2443 for an open-enrollment charter school:

BEING Lot 1A in City Block 175/3234 bounded on three sides by Polk Street, 9<sup>th</sup> Street, and Tyler Street; fronting approximately 418 feet along the east line of Polk Street; fronting approximately 500 feet along the north line of 9<sup>th</sup> Street; fronting approximately 418 feet along the west line of Tyler Street; and containing approximately 4.798 acres.

SECTION 2. That this specific use permit is granted on the following conditions:

- “1. USE: The only use authorized by the specific use permit is an open-enrollment charter school.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on January 26, 2027.
4. INGRESS-EGRESS. Ingress and egress must be provided in the locations shown on the attached site plan. No other ingress or egress is permitted.
5. CLASSROOMS: The maximum number of classrooms is 44.
6. FENCING: The outdoor play area must be enclosed by a minimum four-foot-high chain link or similar fence, as shown on the attached site plan.
7. HOURS OF OPERATION: The open-enrollment charter school may only operate between 7:00 a.m. and 6:00 p.m., Monday through Friday.
8. OFF-STREET PARKING: A minimum of 63 off-street parking spaces must be provided in the location shown on the attached site plan.
9. TRAFFIC MANAGEMENT PLAN.
  - (A) In general. Operation of the open-enrollment charter school must comply with the attached traffic management plan.
  - (B) Queuing. Queuing is only permitted inside the Property. Student drop-off and pick-up are not permitted within city rights-of-way.

(C) Traffic study.

- (i) The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the director by June 1, 2024. After the initial traffic study, the Property owner or operator shall submit annual updates of the traffic study to the director by June 1 of every following even year.
- (ii) The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:
  - (a) ingress and egress points;
  - (b) queue lengths;
  - (c) number and location of personnel assisting with loading and unloading of students;
  - (d) drop-off and pick-up locations;
  - (e) drop-off and pick-up hours for each grade level;
  - (f) hours for each grade level; and
  - (g) circulation.
- (iii) Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.
  - (a) If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.
  - (b) If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify the city plan commission.

32139

- (D) Amendment process.
- (i) A traffic management plan may be amended using the minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3).
  - (ii) The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.
10. MAINTENANCE. The Property must be maintained in a state of good repair and neat appearance.
11. GENERAL REQUIREMENTS. Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.”

SECTION 3. That all paved areas, permanent drives, streets, and drainage structures, if any, on the Property must be constructed in accordance with standard City of Dallas specifications, and completed to the satisfaction of the City of Dallas.

SECTION 4. That the building official shall not issue a building permit or a certificate of occupancy for a use authorized by this specific use permit on the Property until there has been full compliance with this ordinance, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the City of Dallas.

SECTION 5. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

SECTION 6. That the zoning ordinances of the City of Dallas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 7. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

32139

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SECTION 8. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO, City Attorney

By Casey Byers  
Assistant City Attorney

Passed JAN 26 2022

**JOAQUIN ATTELLER**  
ARCHITECT  
10000 GREENWAY, SUITE 100  
DALLAS, TEXAS 75241  
PHONE: 214.722.1111  
WWW.JOQUINATTELLER.COM

TRINITY BASIN PREPARATORY  
515 W. 9TH STREET  
DALLAS, TX 75208

PROJECT: TRINITY BASIN PREPARATORY

SITE PLAN  
SCALE: 1" = 20'  
DATE: 12-15-21  
SHEET NO.: A1.00

**LOCATION MAP**  
NOT TO SCALE

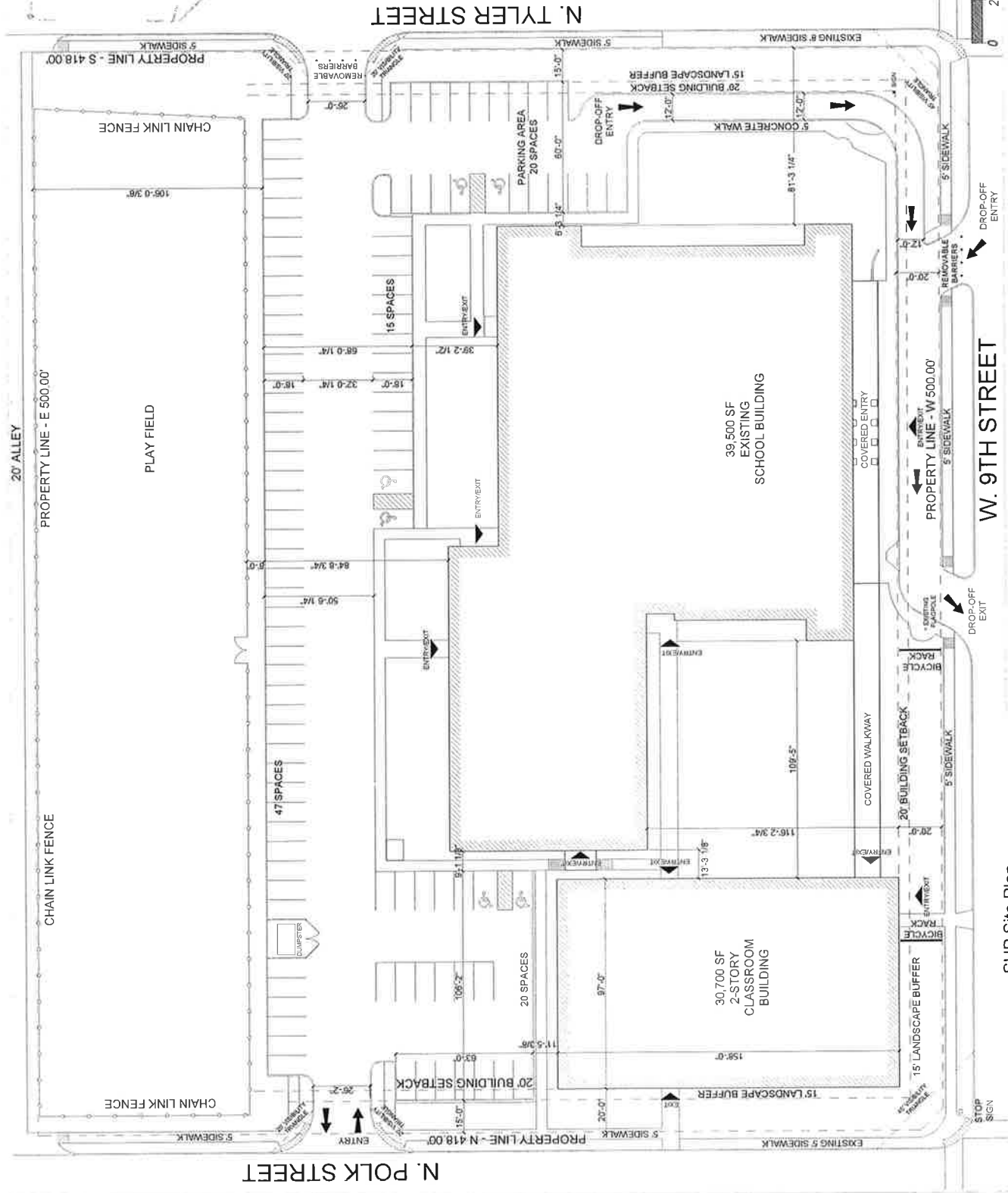
**SITE PLAN**  
FRONT BASIN PREPARATORY  
OPEN ENROLLMENT CHARTER SCHOOL

**PROPERTY DESCRIPTION**  
915 W. 9TH STREET  
DALLAS, TX 75208  
PD 487 - AREA W

**PARKING**  
REQUIRED: 43 spaces  
PROVIDED: 122 spaces  
20' Buffer parking facade

**ZONING / BUILDING DATA**  
20198 SF NEW 2-STORY BUILDING  
203000 SF EXISTING LOT AREA  
383000 SF EXISTING BUILDING FOOTPRINT  
54150 SF PROPOSED TOTAL BUILDING FOOTPRINT  
20% PROPOSED TOTAL LOT COVERAGE

**SPECIFIC USE PERMIT**  
File No.: Z212-121



SUP Site Plan  
Z212-121  
Approved  
City Plan Commission  
December 16, 2021

32139

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**Trinity Basin Preparatory - 915 West 9<sup>th</sup> Street Campus**  
Traffic Management Plan

November 2021

Updated from October 2021

Prepared By:

**Kimley»»Horn**

*Texas Firm Registration Number F-928*

801 Cherry Street, Suite 1300

Fort Worth, TX 76102

(817) 339-2289

32139

220277

# Traffic Management Plan

**Trinity Basin Preparatory –  
915 West 9<sup>th</sup> Street Campus  
Dallas, Texas**

**Prepared by:**

Kimley-Horn and Associates, Inc.  
801 Cherry Street, Suite 1300  
Fort Worth, TX 76102  
Registered Firm F-928

Contact:  
Brandon Forsythe, P.E.  
(817) 339-2289  
November 2021  
Updated from October 2021



*Brandon Forsythe*

## I. Introduction and Purpose

Kimley-Horn and Associates, Inc. was retained by Trinity Basin Preparatory, Inc. to create a traffic management plan (TMP) for the existing Trinity Basin Preparatory (TBP) 10<sup>th</sup> Street campus currently located on the southeast corner of N Tyler Street & W 9<sup>th</sup> Street in Dallas, Texas. The school is proposing a relocation northwest of its current position to the vacant Tyler Street Christian Academy Building, located on the northwest corner of N Tyler Street and W 9<sup>th</sup> Street.

As part of the relocation, TBP is seeking a rezoning from a private school to charter school designation. The zoning request provides that the enrollment maximum for the school is 900 students. The relocated site will not be able to accommodate the existing enrollment, so as part of the relocation, a new building will be constructed on the southwest corner of the proposed site. It is to be noted that the school is not anticipating an increase in student enrollment at this time.

The purpose of this TMP is to ensure the queueing anticipated can be accommodated for on-site at the relocated school during the morning arrival and afternoon dismissal periods.

## II. Existing TMP Operations

Arrival and dismissal period observations were conducted on Thursday August 26 and Tuesday August 31, 2021 during the morning arrival and afternoon dismissal periods.

The peak queueing noted based on field observations was found to be approximately 400 feet (~18 vehicles) during the arrival period and approximately 1,400 feet (~60 vehicles) during the dismissal period. Based on existing observations, drivers are not fully following the current TMP by entering and exiting at multiple locations. The existing TMP calls for one entrance (W 9<sup>th</sup> Street Western Drive) and one exit (W 10<sup>th</sup> Street Drive).

The arrival and dismissal period queues based on the observed TMP are mapped in **Exhibit 1**. Due to the arrival period queueing being less than the dismissal period queueing, two different TMPs are currently utilized. It is also to be noted that queueing and operations were observed during the second full week of school, and as such, are anticipated to be the worst-case scenario.

### A. Arrival Period

During the arrival period, queueing observed is not as substantial due to parents not needing to wait for students to be chaperoned to their vehicle, just simply being dropped off. The arrival period uses the northwest access along W 9<sup>th</sup> Street as the main entrance and will stack two lanes southbound along the Elementary School's frontage. When queueing is not observed, parents will use any of the site drives provided to access the site. Spillback onto W 9<sup>th</sup> Street was observed to clear within seconds. The maximum observed queueing into W 9<sup>th</sup> Street was found to be four (4) vehicles. The arrival period uses staggered drop off times in which half of the students are dropped off from 7:00 – 7:30 (Pre K – 2<sup>nd</sup> grade) and the other half are dropped off from 7:30 – 8:00 (3<sup>rd</sup> – 4<sup>th</sup> grade).



**B. Dismissal Period**

During the dismissal period, a much more elaborate TMP is used to accommodate for the queue lengths increasing from 400 feet during arrival to 1,400 feet during dismissal. The dismissal period results in much more lengthy queues due to parents having to park, interact with staff, and wait for students to be chaperoned to their vehicle.

Similar to the arrival period, the dismissal period uses the northwest access along W 9<sup>th</sup> Street as the main entrance, stacking two lanes southbound along the Elementary School's frontage. When queueing is not observed, parents will use any of the site drives provided to access the site. When staff notices that queues are nearing W 9<sup>th</sup> Street, they direct vehicles on-site into one of seven east-west stacking lanes provided along the frontage of the Middle School/Church. Once these stacking lanes are filled and queueing along the Elementary School's frontage begin to near W 9<sup>th</sup> Street again, staff directs parents down the northernmost drive isle, adjacent to W 9<sup>th</sup> Street, to form an eighth east-west stacking lane. The maximum observed queueing into W 9<sup>th</sup> Street was found to be ten (10) vehicles. This spillback was cleared within a few minutes. Also like the arrival period, the dismissal period uses staggered times in which half of the students are dismissed from 2:30 – 3:00 (Pre K – 2<sup>nd</sup> grade) and the other half are dismissed from 3:00 – 3:30 (3<sup>rd</sup> – 4<sup>th</sup> grade).

**III. Proposed TMP**

As part of the proposed relocation, TBP is seeking a rezoning from a private school to charter school designation. The zoning request provides that the enrollment maximum for the school is 900 students.

**Exhibit 2** summarizes the proposed TMP for the relocated school. Based on the TMP presented, the maximum queueing storage available at the new site is approximately 1,500 feet. The maximum queue noted during field observations was found to be 1,400. Introducing a third staggered drop off time is projected to accommodate for queueing on-site with the maximum capacity as the additional staggered time would not increase the max queue anticipated.

**A. Proposed Operations**

By the time the school is relocated, it is anticipated that both N Polk Street and N Tyler Street will be converted to two-way operations adjacent to the school.

The operations of the proposed TMP are recommended to function as a one-way loop on-site for both arrival and dismissal periods. The entrance is recommended at the N Polk Street access location and the exit is recommended at the existing west loop drive along W 9<sup>th</sup> Street. The N Polk Street ingress will be coned off to channelize traffic coming from the south into the southern lane and traffic coming from the north into the northern lane. Access to the proposed Melba Avenue extension to N Tyler Street and the existing east loop drive along W 9<sup>th</sup> Street are recommended to be restricted during arrival and dismissal times. This restricting of access is anticipated to improve operations of the TMP

as parent confusion of the existing TMP operations was noted multiple times due to several access locations being available.

Two lanes of on-site stacking will be provided in the east-west direction along the northern frontage of the relocated school site. As the loop continues east and transitions to a north-south direction, double stacking will no longer be provided.

The first location of school staff is recommended where the side-by-side stacking lanes transition down to one-lane. This will allow for staff to start planning what students need to be ready as drivers begin working their way through the loop to the loading area. The second location of staff is recommended at the loading area to facilitate pick-up and drop-offs.

#### **B. Queueing Accommodations**

The proposed TMP provides for approximately 1,500 feet of queueing on-site. This provides a surplus of approximately 100 feet of on-site storage if the maximum queue observed of 1,400 feet during the dismissal period is assumed. It is to be stressed that the observed queues at the existing site are anticipated to be the worst-case scenario with operations likely to improve with the TMP as the school year continues. The proposed one-way loop operations are anticipated to serve the queues on-site better by providing drivers with less confusion through the simplicity of the proposed TMP.

#### **C. Future Accommodations**

As part of the relocation, Trinity Basin Preparatory is seeking a rezoning from a private school to charter school designation. The zoning request provides that the enrollment maximum for the school is 900 students. While the school plans to relocate, there is not anticipated to be an increase in its current enrollment at this time.

While the proposed TMP accommodates the existing queues, to accommodate for an increase in student capacity, it is anticipated that the school will need to modify its operating hours to accommodate for an additional staggered drop off time. Introducing a third staggered drop off time is projected to accommodate for the queueing on-site with the maximum capacity as the additional staggered time would not increase the max queue anticipated.

#### **D. On-Site Parking**

The parking requirements for school use are based on the number of classrooms. With the relocation of the school, there will be a total of 31 classrooms. Based on the parking requirements set forth in the Dallas Development Code, found in Section 51A-4.204 (17)(C), the school is required to have a minimum of 1.5 spaces per classroom, which equates to 46 parking spaces for the school. Based on the concept plan, there will be 102 parking spaces provided, resulting in a surplus of 56 spaces provided on-site.

#### IV. CONCLUSIONS AND RECOMMENDATIONS

The newly proposed TMP for TBP 9<sup>th</sup> Street is designed to accommodate the anticipated queueing on-site at the relocated school during the morning arrival and afternoon dismissal periods.

The proposed TMP is anticipated to better serve the schools traffic demand and queueing through providing enough on-site storage to accommodate for the anticipated queues and providing a simple, concise plan that limits driver options to keep driver confusion low. The one-way loop operations are anticipated to better process queues on-site. It is recommended that parents and staff follow the protocols developed with the TMP and give a few weeks for everyone to become familiar with the plan in order for operations to function as intended.

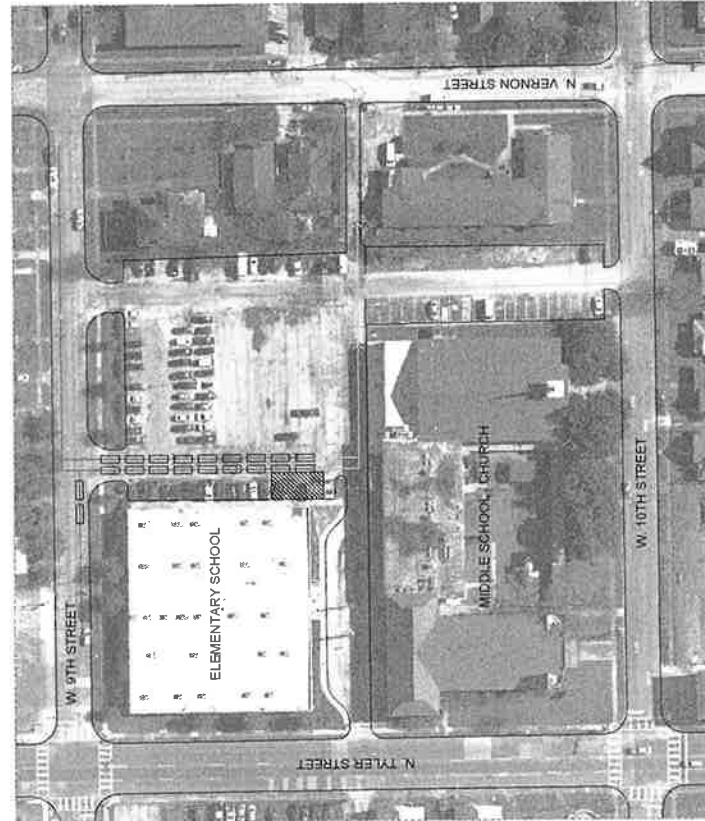
Arrival and dismissal periods should be actively managed in response to observed conditions. School administrative officials should implement the proposed TMP and monitor the operations on a continual basis. If traffic congestion or unsafe movements are observed, the plan should be reviewed and updated accordingly.

While the proposed TMP accommodates the existing queues, to accommodate for an increase in student capacity, it is anticipated that the school will need to modify its operating hours to accommodate for an additional staggered drop off time. Introducing a third staggered drop off time is projected to accommodate for the queueing on-site with the maximum capacity as the additional staggered time would not increase the max queue anticipated.

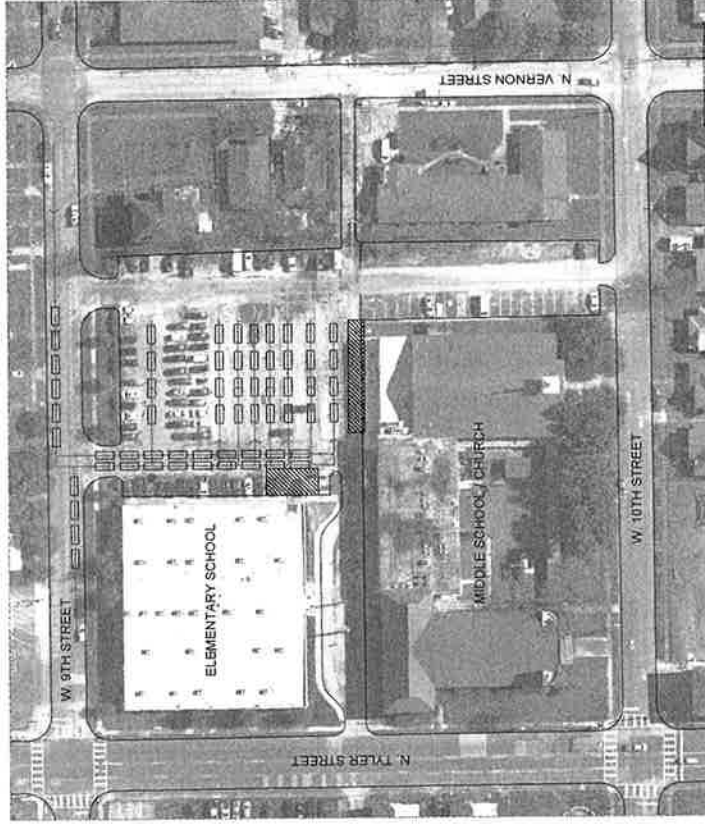
The proposed TMP was developed with direct input from school staff who are familiar with the school operating hours, existing TMP, and resulting queueing. Attached is an acknowledgement letter from the TBP principal.

**Attachments:**

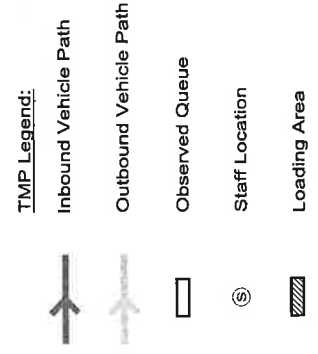
Exhibit 1 – Existing Observed TMP Operations  
Exhibit 2 – Proposed TMP  
TBP Principal Acknowledgment Letter



Arrival  
AM Peak

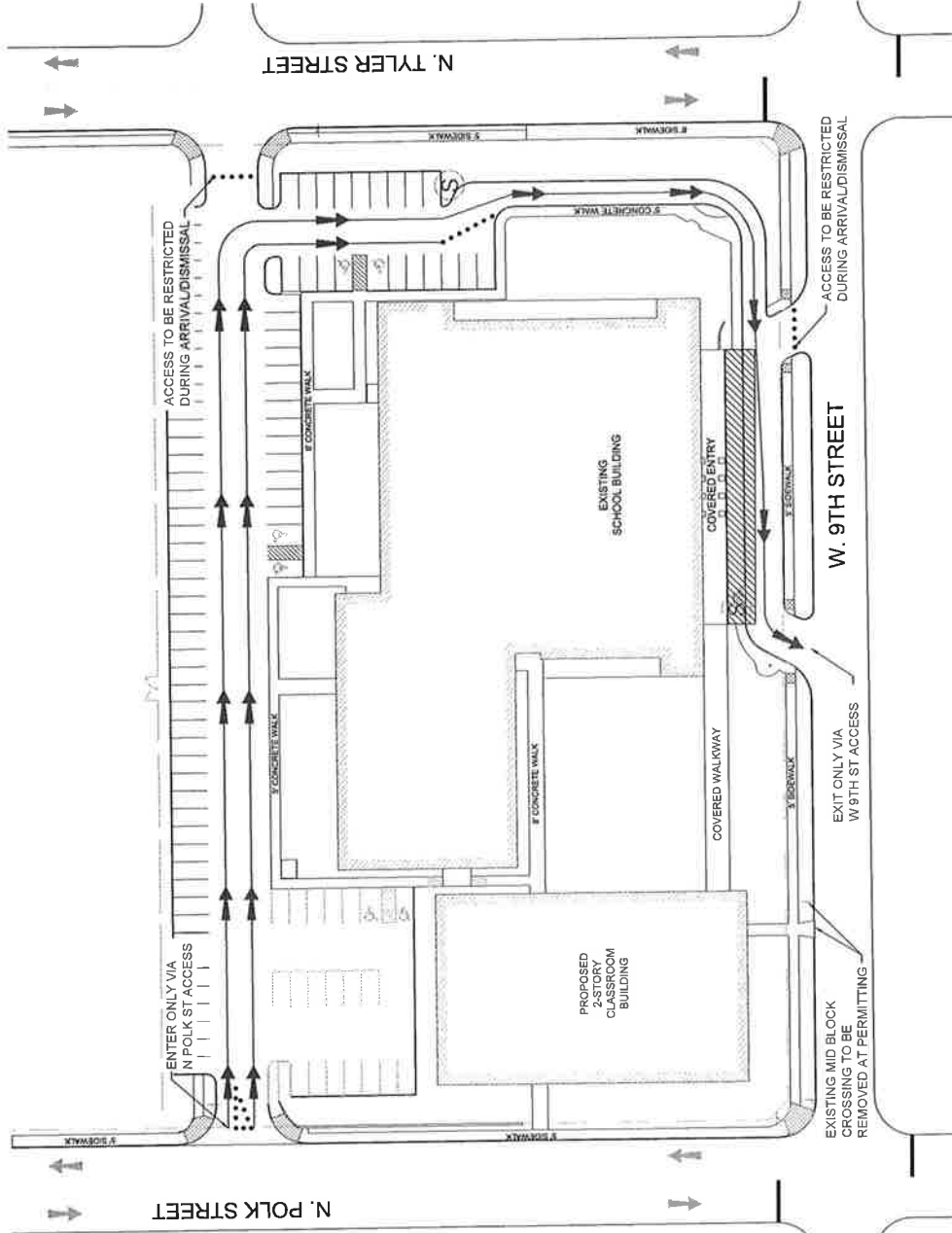


Dismissal  
PM Peak





- TMP Legend:**
- ➔ Vehicle Path and Queue Storage
  - (S) Staff Location
  - Cone or other portable barrier
  - ▨ Loading Area
  - ▤ Curb Ramp
  - Existing Signage
  - ➔ Roadway Travel Path Arrow



Existing Enrollment: 640 Students  
Proposed Student Capacity: 900 Students

Anticipated School Hours:

Arrival	Time	Max Enrollment	Projected Max Queue	Surplus/Deficiency
First	7:00 AM	300	400'	+1,100'
Second	7:20 AM	300	400'	+1,100'
Third	7:40 AM	300	400'	+1,100'

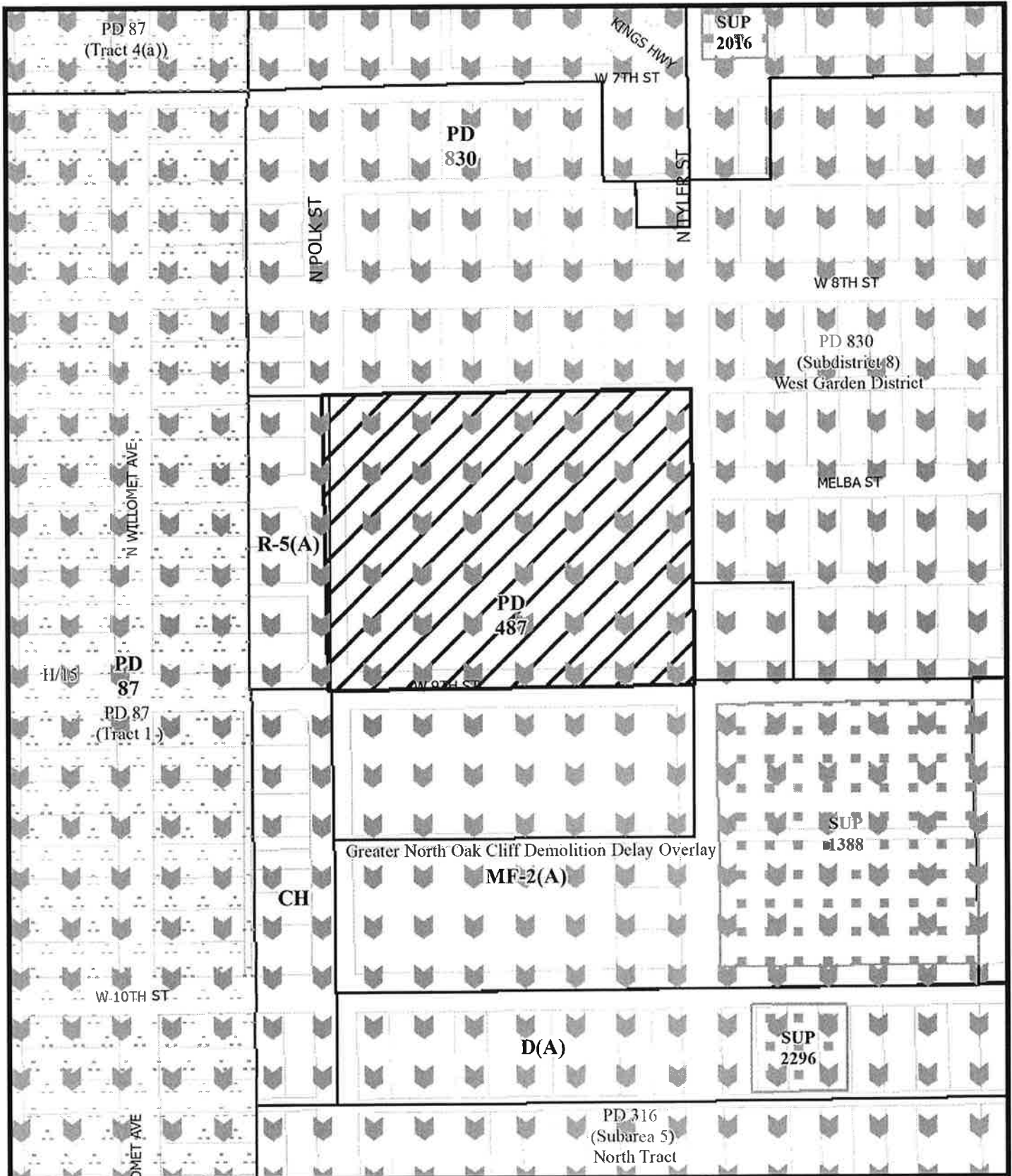
  

Dismissal	Time	Max Enrollment	Projected Max Queue	Surplus/Deficiency
First	2:30 PM	300	1,400'	+100'
Second	2:50 PM	300	1,400'	+100'
Third	3:10 PM	300	1,400'	+100'

Arrival/dismissal periods should be actively managed in response to conditions. School administrative officials should implement the proposed TMP, monitor the operation on a continuing basis, and if any vehicle queuing should begin to occur outside of what is shown, take the necessary action to mitigate it.

Only uniformed police officers should be allowed to direct and control traffic operating within the public right-of-way.

Based on the vehicular queuing observed at the existing site and the resulting TMP at the relocated school, I, Brandon Forsythe, PE # 135242, certify that no queuing of vehicles during arrival and/or dismissal periods at the Trinity Basin Preparatory (TBP) School is anticipated in the City of Dallas ROW. If vehicle queuing should begin to occur on City of Dallas ROW, TBP is responsible to take the necessary action to mitigate it immediately.



1:2,400

# ZONING MAP

Case no:           Z212-121          

Date:           11/30/2021



## PROOF OF PUBLICATION – LEGAL ADVERTISING

The legal advertisement required for the noted ordinance was published in the Dallas Morning News, the official newspaper of the city, as required by law, and the Dallas City Charter, Chapter XVIII, Section 7.

DATE ADOPTED BY CITY COUNCIL JAN 26 2022

ORDINANCE NUMBER 32139

DATE PUBLISHED JAN 29 2022

ATTESTED BY:

A handwritten signature in black ink, appearing to be "R. G. ...", written over a horizontal line.



PROPERTY DESCRIPTION	PROPOSED
915 W. 9TH STREET (FORMER TYLER STREET CHRISTIAN ACADEMY CAMPUS)	
PD-47, AREA A	EDUCATION BUILDINGS
BUILT IN 1971 & 2001	
40' MAXIMUM STRUCTURE HEIGHT	
47% MAXIMUM LOT COVERAGE	
20' FRONT & SIDE SETBACKS	
2' LANDSCAPE BUFFER AT EXISTING POLK ST. PARKING	
15' LANDSCAPE BUFFER - TYPICAL (ARTICLE 2)	
INDEX OF DRAWINGS - ARCHITECTURAL	
A1.00   PROPOSED DEVELOPMENT PLAN	

PARKING	EXISTING ON SITE	PROPOSED
EXISTING ON SITE	108 SPACES	26 BICYCLE PARKING SPACES
48 SPACES		

ZONING / BUILDING DATA	PROPOSED
29,000 SF	PROPOSED NEW 2-STORY BUILDING
29,000 SF	EXISTING LOT AREA
30,498 SF	EXISTING BUILDING FOOTPRINT
14,536 SF	PROPOSED BUILDING FOOTPRINT
54,034 SF	PROPOSED TOTAL BUILDING FOOTPRINT
26%	PROPOSED TOTAL LOT COVERAGE



N. POLK STREET

N. TYLER STREET

W. 9TH STREET

20' ALLEY

PROPERTY LINE - E 500.00'

BLOCK 174/3233

EXISTING PLAY FIELD

RELOCATE EXISTING CHAIN LINK FENCE

26 SPACES

PROPOSED NEW PAVED DRIVE WITH PARKING AREA

DROP-OFF DRIVE

15 SPACES

EXISTING SINGLE-STORY SCHOOL BUILDING BUILT 1971 FF= 542.10'

EXISTING COVERED ENTRY

915 W 9TH STREET 20,122 SF EXISTING SINGLE-STORY SCHOOL BUILDING BUILT 2001 FF= 543.10'

127 FIXTURE UNITS (TOTAL EXISTING)

EXISTING DROP-OFF ENTRY (NO ENTRY DURING DROP-OFF HOURS)

RELOCATE EXISTING CHAIN LINK FENCE

PROPERTY LINE - W 500.00'

EXISTING PLAY FIELD

RELOCATE EXISTING CHAIN LINK FENCE

EXISTING CHAIN LINK FENCE

EXISTING CHAIN LINK FENCE

EXISTING CHAIN LINK FENCE

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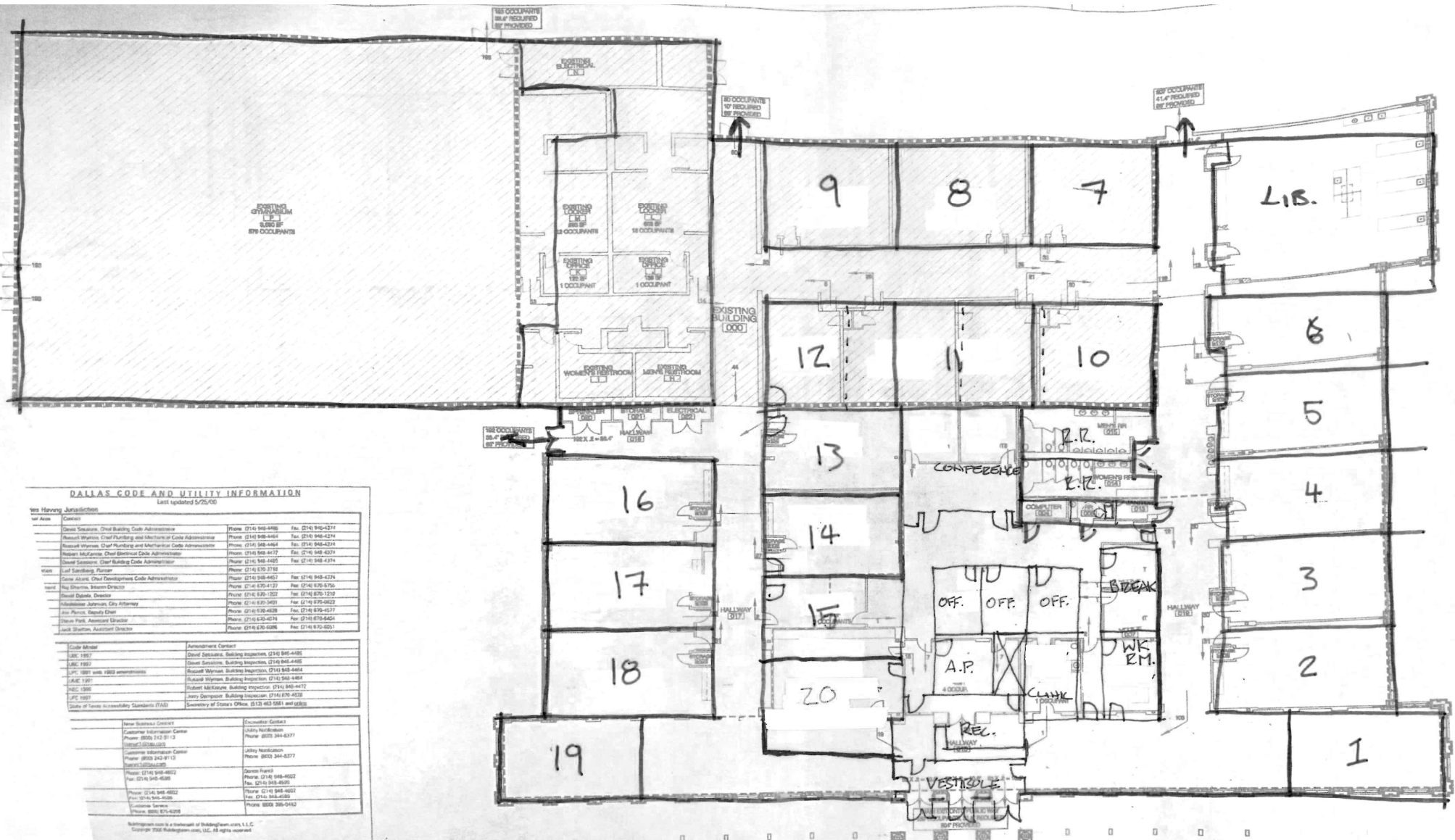
EXISTING CHAIN LINK FENCE

EXISTING CHAIN LINK FENCE

EXISTING CHAIN LINK FENCE

EXISTING CHAIN LINK FENCE

EXISTING CHAIN LINK FENCE



**DALLAS CODE AND UTILITY INFORMATION**

Last updated 5/25/00

Who Having Jurisdiction	Contact
David Sorenson, Chief Building Code Administrator	Phone (214) 948-4468 Fax: (214) 948-4214
Russell Wyman, Chief Plumbing and Mechanical Code Administrator	Phone: (214) 948-4464 Fax: (214) 948-4214
Russell Wyman, Chief Plumbing and Mechanical Code Administrator	Phone: (214) 948-4464 Fax: (214) 948-4214
Russell Wyman, Chief Electrical Code Administrator	Phone: (214) 948-4477 Fax: (214) 948-4214
David Sorenson, Chief Building Code Administrator	Phone: (214) 948-4468 Fax: (214) 948-4214
Leaf Sandberg, Planner	Phone: (214) 970-3718
Sally Albani, Chief Development Code Administrator	Phone: (214) 948-4467 Fax: (214) 948-4214
Reg Sharma, Bureau Director	Phone: (214) 675-4127 Fax: (214) 675-5755
Reuel Daniels, Director	Phone: (214) 690-7027 Fax: (214) 675-3100
Helenmarie Arnold, City Attorney	Phone: (214) 670-5493 Fax: (214) 675-0622
Joe Parris, Deputy Chief	Phone: (214) 675-4528 Fax: (214) 675-4537
Steve Parr, Assistant Director	Phone: (214) 675-4524 Fax: (214) 675-4444
Jack Stratton, Assistant Director	Phone: (214) 675-4528 Fax: (214) 675-5501
Code Manual	Amendments Contact:
SBC 1987	David Sedberry, Building Inspector, (214) 948-4485
SBC 1989	David Sedberry, Building Inspector, (214) 948-4485
IPC 1993 and 1980 amendments	Russell Wyman, Building Inspector, (214) 948-4484
IAIC 1997	Russell Wyman, Building Inspector, (214) 948-4484
IFC 1998	Robert McKeown, Building Inspector, (214) 948-4482
IFC 1997	Joey DePriester, Building Inspector, (214) 675-4532
State of Texas Accessibility Standards (TAS)	Secretary of State's Office, (512) 462-5881 and 4888
Local Business Contact	Executive Contact
Customer Information Center	Utility Notification
Phone: (800) 342-9113	Phone: (800) 344-6377
http://cityofdallas.com	
Customer Information Center	Job's Notification
Phone: (800) 342-9113	Phone: (800) 344-6377
http://cityofdallas.com	
Phone: (214) 948-4632	James Farris
Fax: (214) 948-4636	Phone: (214) 948-4632
Phone: (214) 948-4632	Fax: (214) 948-4636
Fax: (214) 948-4636	Phone: (214) 948-4632
Customer Service	Fax: (214) 948-4636
Phone: (800) 344-6399	Phone: (800) 344-6377

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**Section 3**

Proposal Form

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_ Phone No.: \_\_\_\_\_

To: Trinity Basin Preparatory

Having examined the documents prepared by TBP for the Bolt project herein described, the undersigned proposes to perform all work as a design-build from for the above-named Project. With an agreed-upon GMP, the undersigned proposes to furnish all labor, equipment, and materials to complete the above-named Project.

PROPOSED FEES

Based on your firm's plan to complete this Project indicate your proposed fees and prices for the scope of work for this Project.

Design Services \_\_\_\_\_ % (\$ \_\_\_\_\_)

Construction Services \_\_\_\_\_ % (\$ \_\_\_\_\_)

(Inclusive of all mark-up and profit)

General Conditions Cost Estimate: \$ \_\_\_\_\_

i. (itemize/attach list of categories)

Other Costs (if any specify below)

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**TOTAL (from all costs above):** \$ \_\_\_\_\_

ACKNOWLEDGEMENT OF PROPOSAL

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Office Phone: \_\_\_\_\_

**Section 3**

Email: \_\_\_\_\_

It is understood that TBP reserves the right to reject any or all Proposals or waive any informalities in the Proposal process.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone