# TAFT INDEPENDENT SCHOOL DISTRICT

# REQUEST FOR PROPOSALS

# FOR

# ASBESTOS ABATEMENT AT TAFT INDEPENDENT SCHOOL DISTRICT

## RFP No. #24-001

## RFP DEADLINE: December 12, 2024,

## by 2:00 PM, CST

**TAFT INDEPENDENT SCHOOL DISTRICT REQUEST FOR PROPOSALS ASBESTOS ABATEMENT RFP #24-001**

The Taft Independent School District ("District") is soliciting proposals from qualified vendors for the Taft Independent School District Asbestos Abatement at Taft High School ("Project") utilizing the Request for Competitive Sealed Proposal ("RFP") method as set forth in Chapter 2269, Subchapter D, Texas Government Code. The Proposal shall include provision of all materials, supplies and personnel necessary to complete this Project within the specified time outlined below. The Abatement Work shall be executed in accordance with 40 CFR Parts 61.145, 61.150 and include removal and disposal of all ACM and ACWM (Asbestos Containing Waste Material) according to all applicable OSHA, EPA & TDSHS regulations and all specifications provided by the Environmental Asbestos Consultant, Envirotest (hereafter called "Asbestos Consultant"). The Environmental Consultant (or its sub consultant) will act as the Owner's independent Environmental Consultant throughout the Abatement Project. The Owner's Environmental Consultant will be responsible for Project Administration of the Asbestos Abatement Work under this Agreement, and will issue the Certificate of Substantial Completion, the Final Clearance Certificate and final Certificate for Payment for the Project Work. The Environmental Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

This RFP is the only step for selecting an Abatement Contractor for the Project as provided by Chapter 2269, Subchapter D of the Texas Government Code. The District will select a responsible contractor possessing the ability to successfully perform the Project and which submits the proposal that offers the "best value" for the District based on the published selection criteria and weight of criteria, and on the District's ranking evaluation. As indicated herein, factors other than price will be considered in making this determination. Persons or entities submitting proposals are referred to herein as "Offeror(s)" and responses to this RFP are referred herein as "Proposals."

Bid packets may be downloaded at the District's website: https://www.taftisd.net

**ALL RFP SUBMISSIONS MUST BE RECEIVED VIA E-MAIL**

Submissions shall be submitted not later than: **2:00 P.M., LOCAL TIME, ON December 12, 2024.**

PROPOSALS MUST BE SUBMITTED ON THE PROPOSAL FORM ATTACHED AS EXHIBIT "A". THIS RFP CONTAINS REQUIRED TERMS AND DESCRIPTIVE INFORMATION ABOUT THE SERVICES. RESPONSES NOT MADE AS SET FORTH IN THE RFP MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

Proposals must include the information requested in Section III of this RFP in the sequence and format prescribed. In addition to and separate from the requested information, Offerors submitting Proposals may provide supplementary materials further describing their capabilities and experience. Offerors shall submit one email copy, in PDF format, to the email address listed below. Any Proposal received after such time will not be considered.

Proposals shall be addressed to:

**emily.gamez@taftisd.net**
**Emily Gamez**

Emailed proposals should clearly state in the subject line:

**Asbestos Abatement Proposal**

**ANY SUBMITTAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. UNSIGNED SUBMITTALS AND/OR SUBMITTALS DELIVERED AS A HARD COPY WILL NOT BE CONSIDERED. FAILURE TO COMPLY WITH SPECIFICATIONS INCLUDED IN THIS RFP MAY RESULT IN THE DISQUALIFICATION OF YOUR SUBMITTAL.**

**TAFT INDEPENDENT SCHOOL DISTRICT REQUEST FOR PROPOSALS ASBESTOS ABATEMENT AT TAFT HIGH SCHOOL**
**RFP #24-001**

## I. INTRODUCTION

**1.1** This Request for Proposals ("RFP") is intended to solicit proposals from qualified and interested vendors for the Asbestos Abatement at Taft High School.

The scope of the Project is more specifically described in the Drawings, Specifications, and other Contract Documents as listed below:

Attachment – B: 22357 – Taft ISD-Abatement Specs 6 Buildings (3 thru 8)

Attachment – C: 21565A Asb Insp Taft ISD Old Central Office Bldg.

21565B ASB Insp Report Old Junior High, Taft, TX.

21565C Asb Insp Taft ISD Cafeteria

21565D Asb Insp Taft ISD Gym

21565E Asb Insp Taft ISD Auditorium

22565F ASB Ins Report Green Ave Bld. Taft, TX.

Google Map of 6 Buildings

The Owner designates the following person(s) as its Architect(s)/Engineer(s) and/or Environmental Asbestos Consultant representative(s) regarding the technical Drawings and Specifications:

**Environmental Asbestos Consultants**
Stacy Kraatz
Envirotest, Ltd.
Corpus Christi, Texas 78401
Telephone: (361) 887-9400

**1.1 TIME CONSTRAINTS.** This project is time sensitive and the District desires to complete the Project as soon as possible. The District has set a deadline for the Project to be substantially complete March 1, 2025. This deadline requirement should be considered by any firm choosing to participate in this selection process.

## II. NOTICE TO RESPONDENTS

### 2.1 Submittal Location and Deadline.

A. Proposals shall be submitted in accordance with the requirements of this RFP. The Owner will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or hand delivered. It is the sole responsibility of submitting firms to ensure timely receipt of the RFP response and to properly label the documents as indicated on the cover of this RFP.

***B.*** Complete responses must be received via e-mail no later than: ***December 12, 2024 @ 2:00 P.M., CST.*** Proposals may be withdrawn by written request received by the District ***prior to the deadline for submissions.***

C. The Request for Proposals (RFP) will be opened and read aloud publicly, at the District's Administration Offices located at ***502 Rincon, Taft, TX 78390***, following expiration of the deadline time. Any Proposal or modification received after the deadline will NOT be accepted. Taft Independent School District is not responsible for RFP's submitted incorrectly. Offerors shall familiarize themselves with the submittal method as necessary to correctly submit their submission. The District reserves the right to request supplemental information of any and all Offerors to aid the District in the evaluation process.

**2.2 Pre-Submittal Conference and Walk-Through.**

A Non-Mandatory Pre-Submittal Walk-Through of the Project sites will be held on **December 4, 2024, beginning at 10:00 a.m.** The site Walk-Through will begin at 502 Rincon Taft, Texas 78390. Attendance at the Pre- Submittal Conference is **STRONGLY ENCOURAGED** to participate to become familiar with the breadth of the Project scope.

**Accessibility**. To arrange for special assistance to attend this meeting or if you have questions regarding accessibility, please contact the District in advance of the meeting at 361-369-1303.

**2.3 Point-of-Contact/Restriction on Communication**. The District designates the following persons as its representatives and Point-of-Contact for this RFP:

**Mayra Pinon, Senior Project Manager**
**Email: mpinon@agcm.com**

Proposers shall restrict all contact with the District and direct all questions regarding this RFP to the District's Representative specified above. ***Do not contact members of the Board of Trustees or other employees of the District. Contact with any of these prohibited individuals after issuance of the RFP and before selection is made, may result in disqualification of your Proposal.*** This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Offerors. All questions regarding this invitation must be submitted in writing via email to mpinon@agcm.com. Requests for information/interpretation must be received by ***8:00 a.m. on December 05, 2024.*** Only questions answered by formal written addenda posted the District's website will be binding. Responses to questions submitted will be viewable on December 9, 2024 on the District website: https://www.taftisd.net.

A. The District reserves the right to contact any Offeror for clarification after responses are opened and/or to further negotiate with any Offeror if such is deemed desirable byDistrict.

B. Violation of this provision by Offeror or Offeror's agent may lead to disqualification of Respondent's proposal from consideration.

**2.4** The Form of Agreement. The form of Construction Contract utilized for this Project shall be the Standard Form of Agreement Between Owner and Contractor where the basis of payment is a stipulated sum (AIA Documents A101-2017) as amended by the Owner and the General Conditions of the Contract for Construction, AIA Document A201-2017, as amended by the Owner. **At the time of Proposal submission, the Offeror will be required to delineate any comments or requested changes and include an explanation for the requested change in its RFP response, otherwise Respondent will be deemed to have accepted the form of Agreement as written.**

**2.5 Public Information.** During the selection process, the Qualifications Statements submitted by Offerors in response to this RFP are exempt from disclosure to the public under the Texas Public Information Act. The Proposals will however, upon the award of the contract, become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you may provide in your Proposals may contain commercial or financial information which you consider privileged or confidential or may be of a nature which you feel may cause substantial competitive harm to your business if disclosed by the District to a third-party even after the award. You may be entitled to protect this information at the time a request is made for disclosure; however, you will need to consult your legal counsel to assure that this kind of information, if included in your Response, is properly marked as confidential prior to submission. Wholesale marking of your entire proposal "Confidential" or "Proprietary" will not be effective. The District fully complies with the Texas Public Information Act. In the event information from Offeror' Proposals is requested, the District will use its best efforts to notify the Offeror of such request, but will have no duty to assert any claim to the Attorney General that the proposal or any parts of the proposal are not subject to disclosure under the Act.

**2.6 Conflicts of Interest.** Offeror acknowledges that it is informed that District Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District, shall file a completed conflict of interest questionnaire with the appropriate district records administrator at the time of proposal submittal. The conflict-of-interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the address indicated on page 5. Please consult your own legal counsel if you have questions regarding the statute or form.

**2.7 Criminal Background Checks.** Offeror certifies that it understands that Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Texas Education Code §22.08341 requires that the Contractor obtain criminal history record information ("CHRI") on Covered Employees with Disqualifying Criminal Histories (each defined below). These persons are prohibited from serving in a school district. Because of restrictions on what entities may access such information, prior to commencement of work under this Agreement, using the process established by the Owner, Contractor will be required to arrange with the Owner to obtain the national criminal history record information ("CHRI") on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), if any of these persons is a "Covered Employee" as defined by the Statute, i.e. the person has or will have continuing duties related to the contracted for services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties. Contractor will also be required to reimburse the Owner for the costs and expenses associated with obtaining the criminal history information by entering into the proposed Contract Documents will be required to agree to accept the Owner's interpretation of the report as to whether any Covered Employee has been determined to have a Disqualifying Criminal History and will be required to be excluded from assignment to the Project. The selected Contractor will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on the District's Project or property.

**2.8 Evaluation Criteria.**

A. **Criteria and Weights of Criteria for Evaluation.** Pursuant to Texas Government Code Section 2269.055 and 2269.056, the District will rank the Proposals based on the following criteria and relative weights:

B.

| Criteria # | Criteria Description | Weighted Value |
|---|---|---|
| 1 | Price Proposal | 60% |
| | | |
| 2 | The Proposer's experience, background and reputation, on projects of this kind and size (specifically asbestos abatement and demolition), based upon information provided by the Proposer and on other information obtained by references, and other similar factors reflecting the experience and reputation of the general contractor | 20% |
| | | |
| 3 | The quality of the Proposer's services and completed projects, including its service scheduling ability on-time and in-budget completion and reputation for consistent on-going support and satisfactory future warranty administration; record of claims and litigation | 15% |
| | | |
| 4 | The extent to which the goods or services meet the District's needs | 5% |
| | | |
| | **Total** | 100% |

All responses in your Proposal may be used to rank Offerors based on the criteria. The District reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in your Proposal. Questions regarding this RFP may be submitted to the address indicated above.

**2.9 Respondent's Acceptance of Evaluation Methodology.** By submitting its Proposal in response to this package, the Offeror accepts the evaluation process and acknowledges and accepts that determination of the "best value" will require subjective judgments by the District, based upon the information responsive to the Evaluation Criteria and Weight/Points Value as published with this package.

## III. SUBMITTAL REQUIREMENTS

3.1 A principal of the firm must sign the completed response and affirm that the information provided is true, complete and accurate. Proposals shall be clearly marked for each part of the requirements listed below in (8 ½" x 11"), vertical format, minimum of three-quarter (3/4") inch margins, and 11-point font.

3.2 To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

3.3 Proposals shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, CONCISE description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs. Incomplete Proposals may be considered non-responsive and subject to rejection.

3.4 Offeror shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part

of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the proposal. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the District shall have the discretion, at any point in the contracting process, to suspend consideration of the response.

3.5 **Response Organization.** Respondent's response shall include the following items in the following sequence:

**a.** **MONETARY PRICE PROPOSAL.** Provide a Stipulated Sum Price Proposal for all labor, services, materials, tools, equipment, and supervision necessary for final completion of construction of the Project in accordance with the Project Schedule, Contract Documents, Drawings and Specifications, Addenda and any Documents provided in connection with this RFP. Offeror's Offer shall include no amount for sales or use taxes for which District is exempt. Offeror's Monetary Proposal shall be prepared on the form attached hereto as RFP Attachment A, including Unit Price Information, if any, as requested herein.

**b.** **PROPOSER GENERAL QUESTIONNAIRE**. Complete and submit the Proposer Qualification General Questionnaire, RFP Attachment A-1.

***c.*** **ACKNOWLEDGEMENT OF TAFT INDEPENDENT SCHOOL DISTRICT TERMS AND CONDITIONS .** Complete, sign and submit the Acknowledgment of Taft Independent School District Terms and Conditions, ***attached hereto as RFP Exhibit 1.***

***d.*** **CONFLICT OF INTEREST QUESTIONNAIRE**: Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with District shall file a completed Conflict of Interest Questionnaire (CIQ) with District. The CIQ will be submitted as part of the response to a Request for Qualifications. The CIQ is available from the Texas Ethics Commission at www.ethics.state.tx.us. ***RFP Exhibit 2.***

***e.*** **FELONY CONVICTION NOTIFICATION:** Complete, sign and submit the Felony Conviction Notification Form, ***attached hereto as RFP Exhibit 3.***

***f.*** **NON-COLLUSION AFFIDAVIT**. Complete, sign and submit the Non-Collusion Affidavit, ***attached hereto as RFP Exhibit 4.***

***g.*** **CERTIFICATE OF INTERESTED PARTIES FORM 1295.** Complete, sign and submit the Certificate of Interested Parties Form 1295, ***attached hereto as RFP Exhibit 5.***

**h.** **SB 9 CONTRACTOR CERTIFICATION CONTRACTOR EMPLOYEES.** Complete, sign and submit the SB 9 Contractor Certification Contractor Employees, ***attached hereto as RFQ Exhibit 6.***

**i.** **SB 13 ENERGY COMPANY BOYCOTT CERTIFICATION.** Complete, sign and submit the SB 13 Energy Company Boycott Certification, ***attached hereto as RFQ Exhibit 7.***

**j.** **SB 19 PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION.** Complete, sign and submit the SB 19 Prohibiting Discrimination Against Firearm and Ammunition Industries Certification, ***attached hereto as RFQ Exhibit 8.***

**k.** **NO ISRAEL BOYCOTT CERTIFICATION.** Complete, sign and submit the No Israel Boycott Certification, ***attached hereto as RFQ Exhibit 9.***

**l.** **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION.** Complete, sign and submit the No Excluded Nation or Foreign Terrorist Organization Certification**,** ***attached hereto as*** *RFQ Exhibit 10*.

**m.** **IRS FORM W-9.** Complete, sign and submit an IRS Form W-9**,** ***attached hereto as RFQ Exhibit 11.***

***3.6*** Offerors are expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. ***FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE OFFEROR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.***

3.7 Any cost or expense incurred by the Offeror that is associated with the preparation of the Response, or during any phase of the selection process, shall be borne solely by the Offeror.

## IV. AMENDMENTS TO THE RFP

Changes, amendments, or written responses to questions received regarding this RFP may be posted on the District's website. It is Offeror's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. An Offeror, who does not have access to the Internet must notify District if Offeror wishes to receive copies of amendments to this RFP by mail. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

## V. ABATEMENT CONTRACTOR REQUIREMENTS

5.1 Permits. Unless otherwise provided in the Contract Documents, the Abatement Contractor shall secure and pay for any required building permit, as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

5.2 Pre-abatement Meeting. The Owner's Representative, upon receipt, review and substantial approval of all pre-abatement submittals and upon verification that all material and equipment required for the project are on site, will arrange for a pre-abatement meeting between the Abatement Contractor, Superintendent and foremen and the Owner's Representatives. The purpose of the meeting is to discuss any aspects of the submittals needing clarification or amplification and to discuss any aspects of the Project execution and the sequence of operations.

5.3 Submission of Notices. Abatement Contractor shall be responsible for sending Written Notification as required by the State of Texas, Texas Asbestos Health Protection Act, as amended, Chapter 1954, Texas Occupations Code, at least 10 working days prior to the commencement of asbestos abatement. Copies of the Texas Department of State Health Services and other notifications will be submitted to the Owner for the facility's records in the same time frame that notification is given to the EPA, state, and local authorities. In the event of a change in the starting date the Abatement Contractor will notify regulatory agencies in accordance with the Texas Department of State Health Services asbestos regulations.

5.4 Posting and Filing of Regulations. Abatement Contractor shall maintain two (2) copies of applicable federal, state and location regulations. Post one copy of each at the job site where workers will have ready, easy and daily exposure to the text and shall keep on file in Abatement Contractor's office one copy of each.

5.5 In performing its obligations hereunder, the Abatement Contractor shall comply fully with all applicable laws, ordinances, rules, regulations, lawful orders and decrees of all applicable authorities; and when requested, shall furnish evidence satisfactory to the Owner of such compliance. The Abatement Contractor agrees to indemnify, defend and hold harmless the Owner, its trustees, officers, representatives, agents and employees from and against all claims, fines, penalties, or liabilities, arising out of, or based upon the actual or asserted violation of any laws, ordinances, rules, regulations, orders or decrees.

- General. The Abatement Contractor will assume full responsibility and liability for compliance with all applicable federal, state, local regulations and requirements of the Owner pertaining to work practices, hauling and disposal of ACM and ACE, and protection and safety of workers, visitors to the site, and persons occupying areas adjacent to the site, including employees, students and invitees of Owner. Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. State requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials shall be specifically applicable to this Agreement and include, but are not limited to, the following: Texas Department of State Health Services, Texas Asbestos Health Protection Act, as amended, and Chapter 1954, Texas Occupations Code. Abatement Contractor incurs all costs to comply with OSHA regulations. In accordance with the Texas Department of State Health Services regulations 295.31(e), each person on the job site must have the identification card issued by the TDSHS, proof of required training, current physical and current respirator fit-test prior to work.

- Medical Examinations. Abatement Contractor shall be responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local statutes and regulations. Abatement Contractor will hold the Owner and Environmental Consultant harmless for its failure to comply with any applicable requirements in connection with the Work, hauling, disposal, safety, health or other on the part of himself, his employees, or his subcontractors. Abatement Contractor incurs all costs to comply with OSHA regulations.

5.6 Worker Safety. Worker protection measures, including protective clothing, respirators and other equipment shall be the responsibility of the Abatement Contractor. The Environmental Consultant shall review, and Owner reserves the right to reject worker protection measures and methods prior to the beginning the Work.

- Training Prior To Engaging in Abatement Work. Abatement Contractor shall at a minimum, assure that all workers are trained in accordance with OSHA 29 CFR 1926.1101 and the Texas Asbestos Health Protection Rules and are knowledgeable on the following topics: methods of recognizing ACM; health effects of asbestos exposure; effects of smoking and asbestos exposure; activities that could result in hazardous exposures; protective controls, practices and procedures to minimize exposure including engineering controls, work practices, respirators, housekeeping procedures, hygiene facilities, protective clothing, decontamination procedures, emergency procedures and waste transportation and disposal and OSHA requirements.

- Respiratory Protection. Abatement Contractor will provide required respiratory protection and written Respirator Program in accordance with the Specifications, OSHA regulations and as required by other applicable federal, state, and local rules and regulations and industry standards (both recommended and required). In case of conflict, the most stringent requirements are applicable for the Project.

- Protective Clothing. Abatement Contractor shall provide or assure that its subcontractors provide boots, safety glasses and gloves for all workers. Equipment will meet OSHA requirements for personal protection. The Abatement Contractor will provide all persons entering the work area with disposable full body coveralls, disposable head covers and rubber boots.

- Hazard Communication. The Abatement Contractor shall have, in effect on the Project site, a written OSHA Hazard Communication Program as required by 29 CFR Section 1926.59.
- Written Safety Program. The Abatement Contractor shall have, in effect on the Project site, a written

safety program for all employees.

- Entering and Exiting Procedures. Abatement Contractor shall provide worker protection per most stringent applicable requirements. Provide as a minimum the following: Ensure that each time workers enter the work area, they remove all street clothes in the changing room of the personnel decontamination unit and put on new disposable coveralls, new head covers, and clean respirators, then proceed through shower room to equipment room, and put on work boots.

- Decontamination Procedures and Facilities. Abatement Contractor shall require all workers to adhere to the personal decontamination procedures as appropriate to the level of exposure and as required by applicable law. Abatement Contractor will provide each work area with separate personnel decontamination facility (PDF) and equipment decontamination facility (EDF) as appropriate and required by law. Ensure that the PDF is the only means of ingress and egress for the work area and that all equipment, bagged waste material and other material exit the work area only through the EDF or the PDF. The Abatement Contractor shall require all persons entering and exiting the work area to follow the entry and exit procedures required by the applicable regulations and the Specifications. The Abatement Contractor will require all equipment and material exiting the work area to be processed through the EDF or PDF and decontaminated as required by the Specifications.

5.7 Monitoring, Inspection and Testing.

- Throughout Abatement Work Abatement Contractor shall be responsible for conducting monitoring, Inspection and testing inside the Work area in accordance with OSHA requirements and the Specifications, including personal and area air sampling. Air sample results from the Abatement Contractor's previous projects shall not be accepted by the Owner as justification to eliminate the need to collect air samples on the Project. The Owner has contracted with the PM/AMT to monitor the onsite abatement activities to confirm adherence to abatement specifications, verification of abated materials, and Abatement Contractor compliance to applicable Texas Asbestos Health Protection Rules (TAHPR). Abatement Contractor shall cooperate with the Environmental Consultant conducting such testing as necessary to assure testing effectiveness

- The laboratory utilized for analyzing Abatement Contractor's air samples shall possess current certification verifying their participation in the National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP) and the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) program. The laboratory shall also have demonstrated ability in analyzing clearance air samples using Phase Contract Microscopy (PCM) and transmission electron microscopy (TEM). All analysts for the laboratory shall have successfully completed the National Institute for Occupational Safety and Health (NIOSH) 582 course (or equivalent) and show proficiency in the NIOSH 7400 analytical method for fiber counting as published in the NIOSH Manual of Analytical Methods.

- A complete record of all air sampling results and other records, including but not limited to pump calibration data shall be furnished to the Owner or its representative upon request.

5.8 Disposal Of ACM And ACE Waste Material. The Abatement Contractor will dispose of friable ACM and debris which is packaged in accordance with the Specifications at an approved landfill and dispose of non-friable ACM in accordance with the applicable regulations for friable asbestos. The transporter must be licensed in accordance with the Texas Department of State Health Services Asbestos Rules and Regulations. The truck transporting the waste must have all information required by the Specifications noted on the shipping papers, manifests and trucks. The Abatement Contractor shall maintain copies of all manifests and other documentation related to transportation and disposal of such materials.

Additional Insurance Requirements.

| | |
|---|---|
| Contractors Pollution Liability | |
| Occurrence | $1,000,000.00 |
| Aggregate | $2,000,000.00 |
| Personal Injury | $1,000,000.00 each person |
| *Note: CGL and CPL requirements may be satisfied by providing a combined policy form. | The policy must provide coverage for services rendered for the Owner, including but not limited to, removal replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events including coverage for third-party liability claims for bodily injury, property damage and clean-up costs arising out of the insured's operations at the premises owned or controlled by the insured as well as for their ongoing and completed operations performed away from their premises at a jobsite. |

**RFP ATTACHMENT A**
**PROPOSER'S MONETARY PROPOSAL**

This Proposal is submitted by_____, whose address is _____, (hereafter called "Offeror"), for the **TISD ASBESTOS ABATEMENT AT TAFT HIGH SCHOOL** (hereafter called "Project" or "Project").

**MONETARY PRICE PROPOSAL**:
Proposer agrees to furnish for the total sum of_____Dollars ($_____), for all labor, services, materials, tools, equipment, and supervision necessary for final completion of the Project in accordance with the Project Schedule, Contract Documents (including General, Supplementary and other Conditions of the Contract), Drawings and Specifications, Addenda and other Construction Documents provided. The proposer's Offer shall include no amount for sales or use taxes for which Owner is exempt. Such taxes shall not be reimbursable for the costs of the, and everything incidental thereto.

_____Dollars ($_____)

Proposer's Monetary Proposal above is based on Substantial Completion not later than_____(__) days from issuance of Owner's Notice to Proceed. **[Please provide proposed Substantial Completion Date as part of your Proposal]**

Proposer represents that, prior to preparing this Proposal, he or she has carefully read the Contract Documents, examined the site of the Project and has made an investigation such that he or she is fully informed of the conditions, facilities, difficulties, restrictions and requirements which he or she will, or may encounter in the completion of the Project in accordance with the terms of the Contract Documents.

Proposer acknowledges receipt of Addenda Nos._____through_____and that the Proposals contained herein are offered in after review and consideration of same.

_____No Addenda were issued
(initial)

Executed on this the_____day of_____2024.

Proposer:
[full name and business structure]

_____
Signature

_____
Printed Name, Title

**Note: If Offeror is a Joint Venture, an authorized signature from a representative of each party is required.**

**RFP ATTACHMENT A-1**

## RESPONDENT QUALIFICATION
## GENERAL QUESTIONNAIRE

(Restate each question as written & provide response)

**SECTION A - GENERAL INFORMATION**

1. **Company Information:** Provide the following information regarding your company.

   Name/Name of Agency/Company: _____
   Address _____
   State: _____ Zip Code: _____
   Telephone No. _____ Fax No: _____

2. **Contact Information:** List the person who the District may contact concerning your proposal or setting dates for meetings.

   Name: _____
   Address: _____
   State: _____ Zip Code: _____
   Telephone No. _____ Fax No: _____
   Email: _____

3. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

   Yes ☐ No ☐

4. Is your Company authorized and/or licensed to do business in Texas?

   Yes ☐ No ☐

5. Provide any other names under which your business has operated within the last ten (10) years.

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

   Yes ☐ No ☐

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

7. Has the Company or any of its principals had a bond or surety canceled or forfeited in the last 10 years?

   Yes ☐ No ☐

   If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

8. Bankruptcy Information. Has the Company or any of its principals ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

   Yes ☐ No ☐

9. If you answered yes to question 8, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

**SECTION B - PAST PERFORMANCE, EXPERIENCE, REPUTATION AND QUALIFIATIONS**

1. **Past Experience on Similar Projects [Asbestos Abatement].** Identify the three most significant clients (whether school district or non-school district projects) for which the Proposer has provided asbestos abatement services for a project similar to the size and scope of the one requested by this RFP, within the past 5 years. Include a brief description of the services provided, the dates of service, and a point of contact with name, address, and current fax, email, and phone number.

**2. Recent Experience.**
a. What Asbestos Abatement Projects, if any, of a similar size and nature has Proposer acted as General Contractor in the last twelve (12) months.

3. Identify the number and professional qualifications (to include licenses, certifications, associations) of key staff to be assigned to the Project and relevant experience on projects of similar size and scope. The response provided should, at a minimum, include information regarding principals of the firm and proposed on-site construction superintendent.

**4. Scheduling Ability/On Time Completion/Proposed Substantial Completion Date For this Project**
a. What percentage of the Asbestos Abatement Projects on which you have acted as General Contractor in the last five (5) years, have been completed on time?_____Percent

Of those not completed on time, what was the cause of the delay and how did you address it?

b. What percentage of the Demolition Projects on which you have acted as General Contractor in the last five (5) years, have been completed on time?_____Percent

Of those not completed on time, what was the cause of the delay and how did you address it?

5. Describe your approach to ensuring timely completion of this project, including methods for schedule recovery, if necessary.

   a. Provide proposed preliminary construction schedule to ensure complete understanding of construction sequencing requirements.

6. Provide an example of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.

7. Provide an example of a Project on which you ran into unforeseen condition that required a material change in the project cost, but where you felt that you contributed to the handling of these challenges and brought the project back within budget or addressed needs for additional funding in creative ways.

10. Describe your firm's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. Describe a conflict or conflicts with an Owner, Consultant, Architect/Engineer, and/or subcontractor on at least one past project and methods used by the Proposer to resolve those conflicts.

11. Describe your quality assurance program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used from any three (3) projects listed above.

12. Provide information on available resources, including total number of employees, number and location of offices, number and types of equipment available to support this Project.

## EXHIBIT A TO RESPONDENT'S QUESTIONNAIRE

### COMPANY REFERENCES/CLIENT PROFILE INFORMATION

**PROJECT NAME:** _____

**In addition to providing the information set forth above in "Requirements of the Response" and set forth as Sections 1, 2, and 3, please submit a completed client profile information sheet for each reference.**

(1) Client Name: _____
(2) Address: _____
(3) City, State, Zip Code: _____
(4) Project Manager: _____
(5) Telephone Number: _____
(6) E-mail: _____
(7) Number of Employees in Client Organization: _____

(8) Project Scope of Services/Goals:

_____
_____
_____

(9) Contract Award Date: _____ Completion Date: _____

(10) Describe how the client's goals were met. Describe the architectural/engineering services performed and implemented. Attach additional pages, as necessary.

_____
_____
_____

(11) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

_____
_____
_____

(12) Has the client retained the Submitter for subsequent projects? If so, please describe current relationship. _____
_____
_____
_____

(13) Did the project come in at or under budget? If not, why?

_____
_____
_____

**RFP ATTACHMENT B**

**RFP ATTACHMENT C**

**RFP EXHIBIT 1**
**REQUIRED FORM**

`

## Taft ISD Terms & Conditions

1. The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless **"NO SUBSTITUTE"** is specified.
2. Exclude Federal, State, City or Excise sales taxes. Taft Independent School District's tax-exempt form will be furnished upon request.
3. The District reserves the right to waive minor informalities and irregularities and to accept or reject each item separately or as a whole.
4. The vendor must specify make or model even if the vendor is bidding the brand specified or bidding a product "equal". Do not put "as specified" or "equal"
5. Complete descriptive and illustrated literature covering the items you propose to furnish should accompany your proposal.
6. Proposals received after the time and date specified will **not** be considered. Proposals received without proper signature are subject to disqualification and will not be accepted.
7. Payment terms will be net thirty (30) days after acceptance of delivery in full or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered, as this will be considered.
8. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, or religion. Taft ISD does not discriminate on the basis of race, sex, age, religion, color, national origin, or disability in providing education services, activities, or programs. It is the intent and policy of this District to conduct its activities in compliance with all Federal and State laws prohibiting discrimination on the basis of race, sex, age, religion, color, national origin or disability.
9. In awarding a contract, the District shall consider: purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the District's needs, the vendor's past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor. In addition, the quality and suitability of the product and not price alone shall be considered in the acceptance of proposals. Consideration may also be given to the bidder's references and record for responsibility, knowledge of the product, and service.
10. If the vendor fails to deliver either the quality or quantity of items on which award was made by the promised delivery date at the prices specified in this proposal, Taft ISD reserves the right to purchase the specified supplies elsewhere and vendor agrees to allow Taft ISD to deduct the difference in price and cost of handling, if any, from pending invoices of current proposal, as permitted under Article II of the Uniform Commercial Code.
11. Vendors are responsible for notification of changes of address, telephone number, fax number, or email. The District is not responsible for failing to mail/ email a vendor a solicitation or for undelivered or misdirected communications.
12. Vendor warrants that the prompt payment discount terms, distribution allowance, quality and performance of products/services, prices, product/services warranty(s), and other conditions/provisions offered in this proposal are the same or better than those offered the bidder's most favored customer.
13. All prices and quotations must be typed or written in ink. Proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by vendor. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or totals.
14. Successful vendor **shall not** begin work/services or deliver merchandise without an authorized District Purchase Order or District check. Taft ISD will not be responsible for orders without one of the approved methods of payment listed. The exception to this condition may be for *a few* Facilities/Maintenance/Transportation transactions (emergencies only), as will be decided by those Departments.
15. A prompt payment discount will be applied to proposal prices(s) and will be considered when recommending an award, but may not always be feasible based on delivery/receiving process.
16. No assignment nor transfer of this proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this proposal is awarded receives written approval from Superintendent for Finance and Operations or his/her designee. Written approval must be requested and received prior to any assignment or transfer. In the event the vendor fails to comply with this provision, the school district may take actions to require compliance or take any other measures deemed appropriate.
17. The award or agreement resulting from this proposal or proposal may be terminated or cancelled under the following circumstances.
    A. District may cancel or terminate the award or agreement for convenience upon written notice.

B. During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
C. Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
D. District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings. District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.

18. Force Majeure – The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
19. Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.
20. Applicable law and venue – This agreement shall be governed by the Texas Business and Commerce Code as applicable and as adopted and amended from time to time by the Texas legislature. Both parties agree that the venue for any litigation arising out of this contract shall lie in Taft, San Patricio County, Texas.
21. Termination – The performance of work or delivery of goods under this agreement may be terminated in whole or in part by the District in accordance with this provision. Termination of work hereunder shall be effected by delivery to the Vendor of a notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of the District under condition 24 below.
22. Cancellation – The District has the right to cancel for default all or any part of the undelivered portion of this agreement if the Vendor breaches any of the terms hereof including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which the District may have in law or equity.
23. Right of Inspection – The District has the right to inspect the goods at delivery before accepting them. If the District is not able to inspect the goods at the time of the delivery, the District still has the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at seller's expense and risk for all damages incidental to the rejection. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or any of its remedies.
24. Place of Delivery – The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.
25. Title and Risk of Loss- The title and risk of loss of the goods shall not pass to the District until the District receives and takes possession of the goods at the point or points of delivery.
26. Out of State Vendors – The "Reciprocity Rule" applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
27. Advertising – Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
28. The resulting award from this proposal constitutes a contract between the Taft ISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
29. Right to Assurance – Whenever Taft ISD in good faith has reason to question the vendor's intent to perform; the district may demand that the vendor give written assurance of their intent to perform. If a demand is made and no assurance is given within five (5) calendar days, the district may treat this failure as anticipatory repudiation of the contract.

**Acknowledgment of Taft Independent School District General Conditions**

I have read and agree to the above conditions and specifications for Taft ISD.

I affirm, to the best of my knowledge, this proposal has been arrived at independently and is submitted without collusion with anyone to obtain information that would in any way limit competition in the award of this proposal.

I affirm, to the best of my knowledge, that the company I represent meets Equal Employment Opportunity Commission standards and Americans with Disabilities Act standards in employment practices.

Signature:_____ Date: _____

Printed Name: _____

Name of Company: _____

**RFP EXHIBIT 2**
**REQUIRED FORM**

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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

A complete copy of Ch.1pter 176 of the Local Government Code may be fotma1 http://www.S1a1utes.leg1s.s1ate.1X.u s/OocsiLGJhtlT\ILG.176hbn. For easy refere ace, below are some of the sections ated on this form

Local Government Code§176.001(1-a): "Businessrelaaonship" meansa connectionbetween two ormorepar1ies based onoommercial aelivrty **ol**oneof !heparues. Thetermdoesnot ildude aoonnection basedon:

(A) a transactionthatis subjectto rate orfeeregulaoon by a federal, state,or localgovernmencal entity oran agency ofa federa,lsrate, orlocalgovernmental entity;
(B) a transaction oonducted ata pnce andsubjectto terms available to !hepubh;or
(C) a purchase orlease of goods orservices froma person thatlscharteredbya stateor federalagency and thatis subject toregular examinallon **by**, and reporting to. that agency.

Local Government Code§176003(a)(2)(A) and(B):

(a) Alocalgovemment officer shallfile a oonnicts<isclosure statement withrespect toavendor if:

(2) thevendor:

(A) has anen1')1oyment orotherbusiness relationsllp withthelocalgovernment officer or a family member of the olficer that results in the officer or familymember receiving taxable income. other than Investment Income. that exceeds $2,500 dlJ'ing the 12-monlh **period** precedingthe date that the officer becomesaware that

(1) a contractbetween thelocalgovemmelllal enuty andvendor hasbeenexecuted: ***a***

(ii) the local governmental enllty Is conSldering entering il toa contract with the Yelm;

(B) has giventothekx:algovernmentoffioer ora famftymemberoltheofficeroneormoregdts thathave anaggregatevalueolmorethan$100 In the12·morllh**penod precedng** thedate the officerbecomesaware lh.ai:

(i) a contract between the localgovernmental enlity and vendor has been executed or
(i) thelocalgovernmental enbtyIs conSldering enteringinto acontract Withthevendor.

LocalGovernment Code§ 176.006(1) and{a-1)

(a) Avendor shallfilea completedconflictofInterestquestionnaire if the vendor hasa businessrelationship Witha localgovernmental entityand:

) hasan employment or other business reiallonshlp With a local government officer of that local governmental entity, or a family member ol the officer, descmed by Section t76.003(a)(2)(A);
(2) has !JVen a local govenvnent otftcer ofthat localgovernmental entity, or a familymember of the officer, oneormoregiftswilhthe aggrega:evaluespecifiedbySection 176.003(a)(2){B),**exckJdilg** any gHtde scribedbyS ectJOn t76 .003(a•t);or
(3) has a family relationshipwfth a localgovernment olflcer of that local governmental entity.

{a-l) Thecompletedconflidofinterestquestionnairemustbe filedwrththeapptopriate records administrator notlaterthantheseventhbustness day after thelaterof:

{I) the date that the vendor:

(A) **begins** discussionsornegobations toenier intoa contra.a withthe localgovernmental enbty; or
(B) soomlts to thelocalgovernmental enllty **anappicabon**, response toarequest for**proposals** or bids, correspondence, or another wnting related to a potenbal contract wrth the local governmental entity; or

(2) the date the **vendor becomesaware:**

(A) 01an employment or other business relationship With a local government officer. or a family member of theofficer, desonbed bySubsecuon {a):
(B) that the vendorhasgivenoneormore gilts described bySubsection {a); or
(C) of a familyrelationship witha localgovernment officer.

**RFP EXHIBIT 3**
**REQUIRED FORM**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a School District must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a School District may terminate a contract with a person or business entity if the Owner 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 Owner must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a Publicly Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been received by me and the following information furnished is true to the best of my knowledge.

Vendor's Business Name _____

Authorized Company Official's Name (Printed) _____

A. My firm is a publicly held, stock-exchange corporation, therefore this requirement is not applicable.

Signature of Company Official: _____

Date Signed: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

Date Signed: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (printed name and general description of type of felony or felonies):

1. _____
2. _____
3. _____
4. _____

Signature of Company Official: _____

Date Signed: _____

**RFP EXHIBIT 4**
**REQUIRED FORM**

_____, being first duly sworn, deposes and says this:

(1) He/She is_____of_____,
(a partner or officer) (the firm of, etc.)
the Offeror who has submitted the attached Proposal.

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) The Proposal is genuine and is not a collusive or sham response.

(4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with another Offeror, firm or person, to submit a collusive or sham. Response in connection with the Contract Documents for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract Documents, or has in any manner, directly or indirectly, sought by agreement or collusion, or communication or conferences, with any other Offeror, firm or person to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the District or any person interested in the proposed Contract Documents; and,

(5) The price or prices which are offered in connection with this Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Offeror's Business Name): _____

(Offeror's Representative Signature) _____

(Offeror's Representative Title) _____

Subscribed and sworn to before me on this_____day of_____,_____.

_____
NOTARY PUBLIC, STATE OF TEXAS

**RFP EXHIBIT 5**
**REQUIRED FORM**

## CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

**RFP EXHIBIT 6**
**REQUIRED FORM**

# SB 9 CONTRACTOR CERTIFICATION CONTRACTOR EMPLOYEES

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

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

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

---

On behalf of _____("Contractor"), I certify that [Check one]:

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

Or

□ Some or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

_____ _____
Printed Name Title

_____ _____
Signature Date

**RFP EXHIBIT 7**
**REQUIRED FORM**

# SB 13 ENERGY COMPANY BOYCOTT CERTIFICATION

If (a) **Vendor** is not a sole proprietorship; (b) **Vendor** has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the **Vendor** hereby certifies and verifies that the **Vendor**, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this certification, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel- based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

COMPANY NAME: _____

_____ _____
Printed Name Title

_____ _____
Signature Date

**RFP EXHIBIT 8**
**REQUIRED FORM**

# SB 19 PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

If (a) **Vendor** is not a sole proprietorship; (b) **Vendor** has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under *TEX. GOV'T CODE § 2274.003* of *SB 19* (87th leg.); and (e) governmental entity has determined that **Vendor** is not a sole-source provider or **Taft ISD** has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to *TEX. GOV'T CODE Ch. 2274* of *SB 19* (87th session), the **Vendor** hereby certifies and verifies that the **Vendor,** or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. For purposes of this Agreement, "discrimination against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See *TEX. GOV'T CODE § 2274.001(3)* of *SB 19*.

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See *TEX. GOV'T CODE § 2274.001(3) of SB 19.*

COMPANY NAME: _____

_____ _____
Printed Name Title

_____ _____
Signature Date

**RFP EXHIBIT 9**
**REQUIRED FORM**

# NO ISRAEL BOYCOTT CERTIFICATION

Effective 9/1/2017 (H.B. 89), as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel: and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include and action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify _____ (Company Name) does not boycott Israel and will not boycott Israel during the term of this contract awarded with the Taft Independent School District, that this certification is true, complete and accurate and that I am authorized by my company to make this certification.

_____ _____
Printed Name Title

_____ _____
Signature Date

If for any reason your Company cannot make this certification, state the facts that make your Company exempt from this boycott certification:

_____

_____

_____

_____

**RFP EXHIBIT 10**
**REQUIRED FORM**

## NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization
– specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify andverify that_____(Company Name) is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

| | |
|---|---|
| Printed Name | Title |
| Signature | Date |

**RFP EXHIBIT 11**
**REQUIRED FORM**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

**Note:** 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 **not** 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.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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.

**Social security number**

___ – ___ – ____

**or**

**Employer identification number**

__ – _____

## 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.

**Sign Here** **Signature of U.S. person** ► **Date** ►

## 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*.

## 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.*