

REQUEST FOR PROPOSALS FOR

BUILDING DEMOLITION OF PREMONT ISD SCHOOL BLDG:
Property at Northeast Corner of NW 1st St. & Agnes St.
Town of Premont, Lots 1-24; 32-48, Block 71
Premont, Jim Wells County, Texas

RFP Responses Due by
5:00PM CST on Friday, December 17,2021

Premont Independent School District
429 SW 4th Street, Premont, Texas 78375
361.348.3915, ext. 2000
www.premontisd.net

PREMONT INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS FOR
DEMOLITION OF PREMONT ISD SCHOOL BUILDING at:
Northeast Corner of NW 1st St. & Agnes St.
Town of Premont, Lots 1-24; 32-48, Block 71
Premont, Jim Wells County, Texas

RFP # 2021-10

Direct Questions to: Mr. Steve VanMatre, Superintendent of Schools
svanmatre@premontisd.net
361.348.3915, ext 2000

Proposals will be received at: Premont ISD
Atten: Mr. Steve VanMatre, Superintendent of Schools
429 SW4th Street
Premont, Texas 78375

Proposals will be received until: Friday, December 17, 2021; 5:00PM CST
Proposals received after the deadline will be refused and returned to the vendor.

Proposals will be opened on: Tuesday, January 4, 2022
Proposal will be opened and tabulated and presented for consideration by the Premont ISD Board of Trustees at a meeting to be announced.

Number of Copies: Submit the **original and two (2) copies** of the signed proposal sheets, certifications, and supporting data in a sealed envelope or box marked as follows:

“RFP #2021-10: Building Demolition”

PREMONT INDEPENDENT SCHOOL DISTRICT

SECTION 2: GENERAL CONDITIONS

1. Scope of the Proposal

It is the intention of the Premont ISD ("PISD") to contract for: Premont ISD Building Demolition at:
Northeast Corner of NW 1st St. & Agnes St.
Town of Premont, Lots 1-24; 32-48, Block 71
Premont, Jim Wells County, Texas

Multiple contracts may or may not be assigned. The District reserves the right to accept or reject any or all proposals and may award this contract on an "All or None" basis.

2. Applicability – These conditions are applicable and form a part of all contract documents and a part of the terms of all purchase orders for items included in the specifications and forms issued herewith.

3. Delivery Conditions – PISD does not accept receipt of faxed or e-mailed proposals. An original signature on the attached acknowledgment forms in a sealed envelope is the only acceptable form of submittal. All deliveries shall be freight prepaid F.O.B. destination.

4. Specifications – All deviations from the District's specifications on the Vendor Exceptions Form.

5. Evaluation – In evaluating qualified proposals the following considerations may be taken into account for award recommendations: price, reputation of the Vendor and of the Vendor's services, the quality of the Vendor's services, the extent to which the services meet the District's needs, the Vendor's past relationship with the District, the total long-term cost to the District to acquire the Vendor's goods or services, whether the Vendor or the Vendor's ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas, and any other relevant factors specifically listed in the request for proposals.

PISD administration will review and rank the proposals and make the recommendation to the PISD Board of Trustees when required by law. PISD does not intend to award a contract fully on the basis of any response made to the proposal. PISD reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with the Vendor whose proposal is deemed to best meet PISD's specifications and needs.

6. Conditions Governing Samples – When the specifications call for samples to be submitted with the bid or proposal, samples shall be delivered by the bidder to the attention of the Director of Business Operations, prior to the opening of the bids and placed in a location designated for examination of such samples. Each sample shall be clearly tagged to show the bidder's name and address and item number for which the sample is proposed. Sample items from the successful bidder shall be retained until contract completion for the purpose of determining that the quality and/or workmanship of the delivered items are comparable to the sample.

7. Contracts for purchase will be put into effect by means of a purchase order executed by the PISD

Business Office after contrac(s)ts have been awarded.

8. **Procedures** – PISD will not be responsible for any goods delivered or services performed without a properly drawn purchase order signed by an authorized agent.
9. **Terms of Payment** – PISD will pay all invoices for accepted merchandise or service no later than 45 days from date of acceptance or delivery as set forth in the specifications for this proposal.
10. **Quantities Required** – If applicable, quantities required are substantially correct but the District's estimate of anticipated needs are subject to change depending on budgetary adjustments and other factors. The District reserves the right to purchase more or less than the estimated quantities on a unit basis at the unit price unless otherwise specified by the bidder.
11. **Insurance** – Any vendor whose personnel, vehicles or equipment come in contact with the personnel property or equipment of PISD must have sufficient insurance to cover any damages. A copy of the Vendor's certificate of insurance coverage for general liability, automobile, and worker's compensation must accompany the proposal submission.

PREMONT INDEPENDENT SCHOOL DISTRICT

SECTION 3: GENERAL INFORMATION

I. GENERAL INFORMATION

1.1 Purpose

Premont Independent School District (“PISD” or the “District”) desires to receive proposals from qualified vendors (the “Vendor”) to provide building demolition in accordance with the terms, conditions, and specifications established herein.

1.2 Proposal Information

1.201 Submission of Proposals

Proposals subject to all conditions and specifications attached hereto shall be signed, bound, and marked “**RFP #2121-10 Building Demolition**” Mail or hand-deliver the original and two (2) copies of the proposal to:

Mr. Steve VanMatre, Superintendent of Schools
439 S.W. 4th Street
P.O. Box 530
Premont, TX 78375

In accepting proposals, the District reserves the right to reject any and all proposals and to waive any formalities in order to take the action which it deems to be in the best interest of the District. **Faxed or emailed proposals will not be accepted**

1.202 Late Proposals

Any proposal received after the deadline shall be considered late and will be returned unopened to the vendor.

1.203 Modification or Withdrawal of Proposals

Any proposal may be modified or withdrawn provided such modification or withdrawal is submitted prior to the deadline. Any withdrawal or modification received after the deadline shall be considered late. Any proposal authorized by the District to be withdrawn after the submission deadline will be null and void and may no longer be considered for award.

1.204 Proposal Tenure

Unless withdrawn in accordance with the RFP, all proposals shall be considered firm offers until the date of the award of the contract. Failure of the successful bidder to accept the obligation of the proposal may result in the cancellation of any award.

1.205 Review of Proposals

Proposals will be opened immediately following the deadline and vendor names and prices will be read aloud. Following the opening, District representatives will review and analyze proposals to determine the best overall proposal that meets the needs of the program. The District shall have the right to obtain, from any and all sources, information concerning a Vendor which is deemed pertinent to this RFP and to consider such information in the evaluation of any proposal.

1.206 Irregularities in Proposals

Except as otherwise stated in this RFP, evaluation of all proposals will be based upon information contained in the Vendor's response to this RFP. The District shall not be held responsible for errors, omissions, or oversights in the Vendor's response to this RFP. The District may waive technical irregularities in the form of the proposal which do not alter the price, quality, or quantity of the services or items of tangible personal property offered.

The District shall have the right to reject proposals containing a statement, representation, warranty, or certification which is determined by the District to be materially false, incorrect, misleading, or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any proposal.

The inability of a Vendor to provide one or more of the required components or specified features or capabilities required by the RFP does not, in itself, preclude acceptance by the District of the proposal. All proposals will be evaluated as a whole in the best interest of the District.

1.207 Cancellation of RFP or Rejection of Proposal

This RFP may be canceled or any or all proposals may be rejected in whole or in part when it is in the best interest of the District.

1.208 Oral Presentations

Any Vendor who submits a proposal in response to the RFP may be required to make an oral presentation of that proposal to the District upon the District's request. The District shall schedule the times and locations for any such presentations, if required.

The District will not be responsible for any costs or expenses incurred by a Vendor in making a presentation.

1.209 Amendments to RFP

If it becomes necessary to revise any part of this RFP, or if additional information is necessary to clarify any provision of the RFP, the revision and/or additional information will be posted to the PISD website and e-mailed to all Vendors that requested the RFP packet.

The District will extend the due date if such amendments significantly amend this RFP or make compliance with the original due date impractical.

1.210 Award Notice

All Vendors will be notified regarding the status of the selection process or ultimate award of this contract. An award of a contract shall be contingent upon successful negotiation of a final Contract within thirty (30) calendar days of the date of the award, which shall include, but not be limited to, the provisions of this RFP and the provisions of the proposal submitted by the successful Vendor.

1.211 Availability of Proposals

After award, each proposal, except those portions for which the Vendor has made a written request for confidentiality, shall be open to public inspection.

1.212 Retention of Proposals

All proposals considered by the District shall become the property of the District and shall not be returned to the Vendor. The District shall have the right to use any ideas contained in any proposal. Acceptance or rejection of a proposal shall not affect this right.

1.213 Incurred Expenses

The District shall not be responsible for expenses incurred by a Vendor in preparing and submitting a proposal.

1.214 Waiver of Claims by Vendor

This RFP and any amendments to it, shall form the sole basis for the preparation and submission of any proposals. Each Vendor must submit a sworn statement attesting to the fact that the Vendor fully understands and is in compliance with and shall abide by all requirements, specifications, terms and conditions of this RFP and shall not make any claim for damages or relief or assert any cause of action because of any alleged misunderstanding or lack of information relating to the RFP.

1.215 Confidential or Proprietary Markings

Responses to this RFP become the exclusive property of the District. Proposals will be opened by the District so as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. Content of proposals will not be publicly read. After contract award, proposals submitted become a matter of public record, and, upon request, shall be open for public inspection, with the exception of those portions of each proposals which are defined by the Proposer as business or trade secrets and are clearly marked as "Trade Secret," "Confidential," or "Proprietary." Trade secrets and confidential information contained in the proposals and clearly marked and identified as such shall not be open for public inspection at any time.

It is the responsibility of the Proposer to clearly mark and identify all portions of the proposal that, in the Proposer's opinion, contain trade secrets, confidential information, or other proprietary information. The District recommends the use of the legend "RFP-Confidential," "RFP-Proprietary," or words to that effect on each section of the proposal for which the Proposer claims confidential, trade secret, or proprietary status. Prefacing the entire proposal with a single confidential or proprietary statement is discouraged and may not constitute sufficient designation of trade secrets and confidential information.

The District shall not in any way be liable or responsible for the disclosure of any such records or proposals or portions thereof, if they are not clearly marked as "Trade Secret," "Confidential," or "Proprietary," or if disclosure is required by the Texas Public Information Act, or other applicable law or judicial order. If a third party challenges the trade secrets or confidential nature of certain information, it will be the responsibility of the Proposer to defend that challenge.

II. QUALIFICATIONS

2.1 General

Vendors interested in submitting a proposal must meet the following qualifications:

2.101 Vendor Experience & Certification

The Vendor must provide contact information for at **least three (3) references for similar projects in Texas.**

2.102 Proof of Insurance

The Vendor must provide proof of required and adequate insurance coverage to the District prior to commencement of contract as outlined in Section 4.101.

2.103 Site Inspection

A site walkthrough is included as part of the mandatory pre-bid conference. No site visits should be made without prior knowledge and approval of the District.

2.104 Form 1295

The awarded Vendor must complete Form 1295, which is required by the State of Texas, prior to the official contract award. Information regarding this requirement is attached with the other required forms.

III. SCOPE OF WORK

3.1 Scope Services

Premont Independent School District ("Premont ISD" or "District") requests proposals from interested and qualified companies for building demolition according to the specifications and schedule included in **Sections 4 and 5 of this RFP.**

IV. OTHER CONTRACT PROVISIONS

4.1 General

4.101 Insurance

(a) The Vendor will provide or maintain workers' compensation coverage throughout the Contract, for the benefit of such employees as are required to be covered by the provisions of the worker's compensation laws.

(b) The Vendor will purchase and maintain motor vehicle liability insurance coverage with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Texas No Fault Insurance law, including residual liability insurance with a minimum combined single limit of \$1,000,000 for each accident, covering property damages or damages because of bodily injury or death of any person arising out of the ownership, maintenance or use of any motor vehicles by the Vendor or anyone hired by the Vendor or acting on behalf of the Vendor, whether agents, employees, independent Vendor, or otherwise.

(c) The Vendor will purchase and maintain comprehensive/commercial general liability insurance throughout this Contract, which shall be written on an occurrence basis on a Standard Approved Comprehensive General Liability Policy form, with the District as an additional insured, for a combined single liability limit of not less than \$1,000,000 per occurrence including bodily injury, property damage and wrongful death. Such insurance shall cover personal injury, products and completed operations, and contractual liability.

The Vendor will furnish the District with certificates showing that all insurance required by the terms of the Contract is in effect and that the protection afforded under each insurance policy providing the required insurance will not be canceled or reduced until at least thirty days' prior notice has been sent to the District by the insurance company or agent, such notice to be provided by registered or certified mail, return receipt requested.

Enumeration in the Contract or in this RFP of the kinds and amounts of liability insurance will not abridge, diminish or affect the Vendor's legal responsibilities for the consequences of accidents or occurrences arising out of or resulting from the performance of the Contract or any acts or failures to act by the Vendor or anyone hired by the Vendor or anyone acting on behalf of the Vendor, whether agents, employees, independents Vendors or otherwise.

All insurance policies are to be maintained at the Vendor's own expense. Contractor will furnish certificates of insurance within 10 days after receipt of award notification. The District shall be included as an additional insured. The contractor will maintain the following type of coverage with the required minimum limits with an insurance carrier authorized to do business in the State of Texas by the State Board of Insurance and will be written by companies with A.M. Best ratings of A or better.

4.102 Vendor's Personal Property

In the event of damages to or destruction of personal property owned by the Vendor, its agents, or employees, the District will not have any responsibility to repair or replace the property or reimburse the Vendor, its agents, or employees, regardless of who caused the damages to or destruction of the property.

4.103 Default

In the event the Vendor fails to purchase and maintain all insurance required by the contract, the District will have the right to cancel and terminate the contract immediately and without notice. In the event the Vendor fails to comply with any other terms of the contract, including any regulations adopted by the District, the District may notify the Vendor of such failure or default (hereafter collectively referred to as "default") and demand that the default be remedied within

ten days, and in the event the Vendor fails to remedy the default within the ten day period, the District will have the right to cancel and terminate the contract without further notice. The rights of the District set forth in this paragraph are in addition to any other rights the District may have under the contract or the laws of Texas.

4.104 Costs and Attorneys' Fees Upon Default

The Vendor will reimburse the District for all expenses including costs and attorney's fees occasioned by default of the Vendor. If any legal proceedings become necessary with regard to the Contract, the District will be entitled to costs and attorney's fees.

4.105 Indemnity

The Vendor will protect, defend, and indemnify PISD, its officers, agents, volunteers, and employees from any and all liabilities, claims, liens, fines, demands, and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Vendor's own employees, and for loss or damage to any property, including property owned or in the care, custody, or control of PISD in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance, or nonperformance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

4.106 Status of Vendor

The Vendor, its agents and employees, are independent Vendors performing services for the District and are neither employees of the District nor of the State of Texas. As such, the Vendor, his agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the District or of the State of Texas.

4.107 Assignment

The Vendor shall not assign or transfer any interest in this contract or assign any claims for money due or to become due under the contract without the prior written approval of the District.

4.108 Subcontracting

The Vendor shall not subcontract any portion of the services to be performed under this contract without prior written approval of the District.

The Vendor will not hire any PISD employee for any of the required services without the District's written approval.

The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either fully owned or affiliated with the Vendor. For purposes of this contract, the term "offshore" refers to any area outside the contiguous United States, Alaska, or Hawaii.

4.109 Release

The Vendor, upon final payment of the amount due under the contract, releases the District, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under the contract. The Vendor agrees not to purport to bind the District to any obligation not assumed by the District, unless the Vendor has express written authority to do so, and then only with the strict limits of that authority.

4.110 Confidentiality

Any confidential information provided to or developed by the Vendor in the performance of the contract shall be kept confidential and shall not be made available by the Vendor to any individual or organization without the prior written approval of the District.

4.111 Compliance with Laws

The Vendor will comply with all laws, ordinances, and rules and regulation of any federal, state, or local government bureau, depart, or agency which are applicable to the performance of the contract, including, but not limited to OSHA and federal Department of Transportation and state Department of Motor Vehicles requirements.

Except for a publicly-held corporation, successful Vendor must give advance notice to PISD if the person or an owner or operator of Vendor has been convicted of a felony. Failure to give such notice or misrepresentation of the conduct resulting in a conviction will be grounds to terminate the contract.

4.112 Non-Discrimination& Equal Opportunity Compliance

It is the policy of Premont ISD not to discriminate on the basis of race, color, national origin, sex, or handicap in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

The Vendor will not discriminate against any employee or applicant for employment because of sex, sexual preference, marital or parental status, race, color, creed, age, national origin, or handicaps and will make diligent and continuing efforts to ensure that all employees and applicants for employment are afforded equal employment opportunities without discrimination.

4.113 Notices

All notices which are required to be given with respect to the contract shall be in writing. Except as otherwise stated in the contract, each notice shall be sent by regular first class mail to the party to be notified as follows:

The District: Premont Independent School District
439 S.W. 4th Street
Premont, TX 78375
Attn: Steve VanMatre, Superintendent of Schools

The Vendor: Vendor Name
 Mailing Address
 City, State, Zip
 Attn:

Each notice will be deemed to have been given three (3) days after mailing. These procedures for giving notice will not be construed to preclude personal service of any notice at the above or other locations or the mailing of notices by registered or certified mail, return receipt requested. Any change in the party to be notified or the party's address shall be made in accordance with the procedures set forth in this paragraph.

4.114 Inconsistent Provisions

If the terms of the proposal submitted by the Vendor conflict with any other part of the contract, any conflicting term in the proposal submitted by the Vendor will be deemed to be void and of no effect.

4.115 Amendments to Contract

The contract shall not be altered, changed, or amended except by an instrument in writing executed by the parties.

4.116 Contract Term

The contract term is for the single project period.

4.117 Applicable Law

The contract shall be governed by the laws of the State of Texas. The exclusive venue of any dispute or legal proceeding relating to this solicitation or any related contract will be Gregg County, Texas.

4.2 Payments

4.201 Sales Tax Exemption

The District is exempt from taxation on material under the Texas Limited Sales, Excise and Use Tax on any purchase, lease, or rental of tangible personal property and will issue Certificates of Exemption from the Texas State Sales Tax.

4.202 Payment Terms

The District will make all payments in accordance with Texas Government Code Sec. 2251.021. Payments will be made on or before the 45th day after the later of:

- (a) the date goods or services are received under the contract;
- (b) the date the performance of the service under the contract is completed; or
- (c) the date the District receives an invoice for the goods or service.

PREMONT INDEPENDENT SCHOOL DISTRICT

SECTION 4: SPECIAL CONDITIONS

1. SCOPE – Premont Independent School District (“Premont ISD”, “PISD”, or “District”) requests proposals from interested and qualified contractors for the demolition of the Premont ISD Northeast Corner of NW 1st St. & Agnes St., Town of Premont, Lots 1-24; 32-48, Block 71 Premont, Jim Wells County, Texas. The Contractor will supply all labor, materials, and supervision necessary, including moving equipment and vehicles, to perform the job in a reasonable time frame, once the proposal is approved by the PISD Board of Trustees, as coordinated with District officials.
2. APPLICABILITY – These conditions are applicable and form a part of the contract documents for each purchase order and a part of the terms of each purchase order for items included in the specifications and bid forms issued herein. In the event of any conflict between the standard terms and conditions listed in Sections 2 and 3 of this document and the special conditions of Section 4, the special conditions referenced in Section 4 shall prevail.
3. INFORMATION TO BE REQUESTED FROM CONTRACTOR – To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. One original and 2 (two) copies of the proposal will be required. The original shall contain all required forms with original signatures.

The Contractor’s proposal shall be submitted with tabs as set forth below:

Title Page

1. RFP Number & Title
2. Date
3. Name of Contractor’s firm, address, telephone number, name of contact person

Tab 1 – Letter of Transmittal

Limit to one or two pages.

1. Briefly state the Contractor’s understanding of the scope of services to be provided and make a commitment to provide the service.
2. Give the names of the persons who will be authorized to make representations for the Contractor, their titles, addresses, and telephone numbers.

Tab 2 – Proposal Submission Forms & Required Documents

Complete and return all forms in the order provided in the Request for Proposal along with copies of other required documents, such as licenses. The set of forms submitted in the proposal marked "original" require original signatures. Copies of the forms bearing original signatures should be included in each additional proposal.

4. EVALUATION OF PROPOSALS – Proposals will be opened in a manner that avoids disclosure of the contents to competing Contractors. Contents of proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the Contractor submitting the proposal response will be made available to the public.

It is not the policy of Premont ISD to purchase on the basis of lowest price alone. In evaluating proposals submitted, the following considerations will be taken into account:

1. Years of Experience as General Contractor
2. Price Proposal (40 points)
2. Reputation of contractor and of contractor's goods or services
3. Quality of Contractor's goods or services
4. Extent to which proposed equipment meets District's needs
5. Contractor's past relationship with District
6. Long-term cost to the District to acquire Contractor's goods or services
7. Contractor's principal place of business is in the State of Texas, or employs 500 people in this state (either-or)*
8. Ability to service PISD account with proper staff and insurance requirements

AWARD CRITERIA TABLE:

	Criteria	Description	Max Points
1	Purchase/Contract Price (Max 40 points)	<ul style="list-style-type: none"> • Proposal should offer a fair and reasonable price for services to be procured by Premont ISD • The District will consider the Price Proposal in the following formula: Low Cost Proposal/Individual Cost Proposal X45 =Points Awarded for Price Proposal 	45
2	Relevant Experience as a General Contractor (Max 20 points)	<p><u>Years of Experience as General Contractor: 10 points</u></p> <ul style="list-style-type: none"> • The proposer must have experience as a general contractor, within the past five (5) years, in performing construction project services relevant to the subject of this project. • Experience as a general contractor in delivering construction projects successfully for public entities, preferably for educational facilities or any relevant type of projects, is desired. • The Proposer shall have a minimum of five (5) years' experience in staffing, managing and successfully completing construction projects similar in type, size and scope of work to the subject of this project. <p><u>References of Representative Projects: 10 points</u></p> <ul style="list-style-type: none"> • Provide a minimum of five (5) references from separate public entities to include representative projects (dollar value and/or scope/size), the project name, the name of architect/engineer, cost of the project and the owner/contact person. All contact persons listed must include the following information: office phone number, cell number, fax number, email address. Consideration will be only be given to projects which are occupied or substantially complete. • Construction projects of Educational Facilities similar in scope and nature to the project of this proposal are required to be submitted as references as representative projects. • District reserves the right to contact clients other than those names provided by the proposer. This information may include, but is not limited to, historical data, letters of commendation, award citations, and performance data collected by a third party. 	25
3	Project Management Ability	<u>Company Profile/Organizational Structure/Construction Management Ability (5 points)</u>	15

		<ul style="list-style-type: none"> Proposer will provide evidence of sufficient resources to manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of proposer, including principal line of business, the year founded, number and location of offices, and number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures) that may enhance or impede proposer’s ability to perform the services. <p><u>Qualifications/Experience of Company’s Key Personnel (5 points)</u></p> <ul style="list-style-type: none"> Proposer shall provide the qualifications of the company’s key personnel, including the corporate officers and management team members, as well as project managers. <p><u>Financial Strength, Ability and Condition Documentation, and Payment, and Performance Bonding Ability (5 points)</u></p> <ul style="list-style-type: none"> The proposer shall provide a copy of the most recent audited financial statements of its corporation or a compilation of financial statements prepared by an independent source. The proposer shall include evidence of its ability to obtain required bonds and insurance, and ability to cover operating expenses. Such evidence includes bank, bonding company, and creditor references, points of contact, and telephone numbers. 	
5	Proposer’s Past Performance	<p>The contractor will provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to their past performance and addresses at a minimum items a-c listed below. Evaluation of past performance will be based on consideration of all relevant facts and circumstances. PSD will consider whether the Proposer has consistently demonstrated a commitment to excellence in workmanship, a commitment to customer satisfaction, timely completion and quality of work, and proven technical and management ability.</p> <ol style="list-style-type: none"> <u>Ability to Remain on Schedule and Within Budget (5 points)</u> The contract shall provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to past performance and ability to remain on schedule and achieve project budget goals. <u>Cooperation with District’s representatives (5 points)</u> Cooperation with owner of project and staff; the past relationship of the Proposer with customers similar to District. The Proposer shall provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to their past performance and ability to consistently demonstrated commitment to excellence in customer satisfaction and timely completion of work resulting in demonstrated minimal requests for change orders not initiated by District. <u>Safety Record (5 points)</u> Provide description of employee safety training program and project safety inspection programs that company provides, including documentation verifying current implementation and administration of continuous ongoing safety inspections and employee safety training programs. 	15

		Maximum Score:	100
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- 5. CONTRACT PERIOD – The contract award is for the time required to complete the job as specified, plus the warranty period, if applicable.
- 6. CONTRACT TERMINATION – The contract award or the Agreement resulting from this solicitation may be terminated or canceled under the following circumstances:
 - a. District may cancel or terminate the award or all, or any undelivered part, of the Agreement for convenience, upon thirty (30) days’ written notice to Contractor.
 - b. For breach of contract by Contractor, immediately upon Contractor’s default or breach under the agreement, so long as District provides Contractor written notice and thirty (30) days in which to cure such default to the reasonable satisfaction of the District. Breach of contract includes, but is not limited to, breach of warranties by Contractor, or if Contractor becomes insolvent or begins bankruptcy or reorganization proceedings.
 - c. District’s right of termination or cancellation is in addition to other remedies District may have in law or equity.

Regardless of the reason for termination, the District’s responsibility under the Agreement will be limited to payment for only those services performed and/or products delivered through the effective date of termination. Under no circumstances will Contractor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of such termination.

- 7. APPROPRIATION & ALLOTMENT OF FUNDS – Performance by Premont ISD under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (“the Legislature”) and/or allocation of funds by the Premont ISD Board of Trustees (“the Board”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Premont ISD may terminate this Agreement without further duty or obligation under the Agreement. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Premont ISD.
- 8. WARRANTY – Contractor warrants to the District that all work is executed in accordance with the contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. District may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor’s obligation to perform and complete the Work in accordance with the specifications is absolute and is not waived by an inspection or observation by the district.
- 9. PROPOSALS TO BE HELD FIRM FOR 120 DAYS – A proposal submitted in response to this solicitation are considered an offer. All offers, including pricing, terms, and conditions must be held firm for a minimum of one hundred twenty (120) days from the date of the proposal deadline.
- 10. LIMITATIONS – This RFP is not an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right to reject any or all proposals received, to negotiate all elements of a proposal and/or proposed contract with any

respondent, to waive any technicalities and formalities, to extend the deadline to submit a proposal, or to amend or cancel in part or in its entirety this solicitation.

11. BILLING INFORMATION –

Premont ISD
Attn: Accounts Payable
439 S.W. 4th Street
Premont, TX 78375

Payment will be made only from invoices referencing approved PISD purchase order numbers. PISD standard payment terms are net 30 days after receipt of invoice. Invoices should be provided to the District in a timely manner.

Contractors are requested to invoice the District within 30 days of providing product or services to the District.

12. QUESTIONS concerning this RFP shall be addressed to the Director of Business Operations by e-mail only to svanmatre@premontisd.net before the deadline specified in the RFP document. Answers that affect the outcome of the solicitation process will be shared on the PISD website and by e-mail with all interested contractors as an official addendum.

PREMONT INDEPENDENT SCHOOL DISTRICT

SECTION 5: SPECIFICATIONS

5.1 TECHNICAL SPECIFICATIONS

The "Project" of which the "Work" of this Contract is a part, is titled "Demolition of Old Elementary School" and is composed of the complete site demolition and trash/debris removal of a brick building on a slab approximately square feet. The site is located at Northeast Corner of NW 1st St. & Agnes St., (Town of Premont, Lots 1-24; 32-48, Block 71) Premont, Jim Wells County, Texas

A. **Work Included**

Contractor shall provide all labor, material, equipment and supervision to complete the Work including but not necessarily limited to the following:

1. Provide site utility investigation drawings to the district prior to commencing of work.
2. Provide layout as required for demolition operations.
3. Provide all special engineering, shorting, scaffolding and/or equipment required for demolition operations.
4. Any salvage items will be listed and removed by the District prior to demolition work.
5. Contractor shall be responsible for removal and disposal of all items under, above, and within project limits.
6. All waste material shall become the property of the contract and shall be his/her sole responsibility to dispose of this material off the limits of the site to a state licensed landfill. Contractor will be required to provide documentation where disposed material is taken. Owner will not be responsible for waste material.
7. Contractor agrees that they shall assume sole responsibility for the job site conditions during demolition of the project, including safety of all persons and property.
8. Prior to building demolition, the contractor shall demolish, remove, salvage and make safe all electrical wiring.
9. Contractor is required to have a competent foreman on site every day and provide written documentation of review of safety for the days of operation.
10. Provide adequate manpower and/or overtime to meet construction schedule.
11. Contractor to provide dumpster for their scope of work and haul off all demolished materials.
12. Provide multiple mobilizations as required to complete scope of work as directed.
13. Protect all trees during demolition of building.
14. Obtain all permits as required.
15. Cap all plumbing and sewer
16. Providing fencing 100% around site during demolition.

Demolition Notes:

1. No earth-disturbing activities shall commence until all permits are obtained and perimeter erosion control measures are in place.
2. All demolition shall be closely coordinated with the District's representative regarding items to be removed, etc. including any and all tree preservation. Removal, relocation and/or disposal of any pre-existing on-site trash, debris or stockpiles shall be included in the total

- cost of demolition and shall be coordinated with the District's representative at all times.
3. Contractor shall use extreme caution to limit and not damage or destroy existing tree, roots, limbs or cause over compensation of the soils. Do not create low spots around trees. Discussion of trees to be left will take place with the awarded contractor prior to commencement of demolition.
 4. Contractor shall comply with the fullest extent all regulations governing agencies regarding the demolition, removal, transportation and disposal of all demolition debris.
 5. Contractor shall locate and remove all underground utility cables (electric, telephone, etc.) regardless of depth as part of the base bid.
 6. Contractor shall locate and remove all underground utility piping, conduit, and cables, regardless of depth.
 7. Contractor shall comply to the fullest extent with the latest OSHA standards for excavation and trenching procedures. Contractor shall use support systems, sloping, benching, etc. as necessary for these operations, and shall comply with all OSHA performance criteria.
 8. Contractor shall be responsible for coordinating disconnection of all utilities serving the existing site with the appropriate utility company, and shall obtain approval from same to commence demolition activities. The District will initiate contact with the utility providers to expedite the disconnection of services.
 9. Contractor shall be responsible for plugging the water well on the site and provide the District with a plugging report.
 10. Existing structure to be demolished and disposed of in accordance with the authority having jurisdiction. Where foundation structure is removed backfill with clean clay compacted and covered with 4" of clean topsoil to adjacent grade to ensure no standing water.
 11. Contractor shall not bury, dispose, or leave any materials on site after completion of project.
 12. Contractor will coordinate with the District regarding covering the void in the two-story building when the adjacent hallway is demolished.

B. Related Work:

1. Contractor will obtain any required permits for the "Work" with all Authorities having Jurisdiction, prior to commencing the "Work"

C. Other Work:

1. [Asbestos] District (if required by Municipality, State or Federal requirements) shall provide evidence to the municipality permitting the project that an asbestos survey has been completed by a person licensed under the Texas Asbestos Health Protection Act to perform such a survey.
2. [Asbestos] The Contractor to review and familiarize themselves with District's Asbestos survey and plan and shall inform every worker that they use on this project as to the availability of these plans prior to starting any work.

5.2 SITE DEMOLITION

These specifications are provided as a supplement to the governing jurisdiction authority's standards and specifications. These specifications shall have precedence when no other governing guideline exists. Prior to any work on the site including demolition, dial 811 to call out utility locating company. Wait for utilities to be marked prior to start of work. "Call before you dig."

A. Section Includes

1. Demolition of designated site structures, retaining walls and foundations and removal of all materials from site.
2. Demolition and removal of drainage structures and utilities.
3. Filling voids in subgrade created as a result of removals or demolition.
4. Hazardous material compliance.

B. Related Sections

1. Site Clearing
2. Excavation and Fill
3. Erosion and Sedimentation Control
4. Tree Protection and Removal
5. Storm Water Pollution Prevention Plan (SWPPP)

C. Regulatory Requirements

1. Conform to applicable State and local codes for demolition of structures, safety of adjacent structures, dust control and runoff control.
2. Obtain required permits and licenses from appropriate authorities. Pay associated fees including disposal charge.
3. Notify affected utility companies before starting work and comply with their requirements.
4. Do not close or obstruct public or private roadways, sidewalks, or fire hydrants without appropriate permits or written authorization.
5. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.
6. Conform to requirements of SWPPP regarding disposal offsite.

D. Project Record Documents

1. Accurately record actual locations of capped utilities and subsurface obstructions that will remain after demolition.

E. Fill Materials

1. Clean clay filler topped with 4" of clean topsoil.

F. Execution

1. Provide, erect and maintain erosion control devices, temporary barriers and security devices at proper locations.
2. Protect existing landscaping materials, appurtenances and structures which are not to be demolished. Conform with District prior to demolition of any trees. Protect trees to remain in accordance with Tree Protection and Removal. Repair damage caused by demolition operations at no cost to the District.
3. Mark location of utilities. Protect and maintain in safe and operable condition utilities that are to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities and

District.

4. Notify adjacent owners of work that may affect their property, potential noise, utility outages or disruptions. Contractor to coordinate with District.

G. Demolition Requirements

1. Conduct demolition to minimize interference with adjacent structures or pavements.
2. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed by authority.
3. Conduct operations with minimum of interference to public or private access. Maintain ingress and egress at all times.
4. Sprinkle work with water to minimize dust. Provide hoses and water connections for this purpose.
5. Comply with governing regulations pertaining to environmental protection.
6. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

H. Demolition

1. Demolish buildings completely and remove from site using methods as required to complete work within limitations of governing regulations.
2. Demolish and remove all concrete slabs, regardless of depth below existing grade.

I. Filling Voids

1. Completely fill grade areas and voids resulting from demolition or removal of structures using specified fill material.
2. Ensure that areas to be filled are free of standing water, frost, frozen or unsuitable material, trash and debris prior to fill replacement.
3. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.
4. Establishment of vegetation will be completed before payment of retainage will be made.
5. Re-establish grass for a minimum of one year after final acceptance.

J. Disposal of Demolished Materials

1. Remove from site all debris, rubbish and other materials resulting from demolition operations. Conform to requirements of SWPPP regarding disposal offsite. Leave areas of work in clean condition.
2. No burning of any material, debris or trash on-site or off-site will be allowed, except when allowed by appropriate governing authority and District. If allowed as stated above, burning shall be performed in manner prescribed by governing authority. Attend burning until fires have been burned out completely and all materials have been extinguished.
3. Transport materials removed from demolished structures with appropriate vehicles and dispose off-site to areas that are approved for disposal by governing authorities and appropriate property owners. Also, conform to requirements of SWPPP regarding disposal offsite.

5.3 SITE CLEARING

These specifications are provided as a supplement to the governing jurisdiction authority's standards and specifications. These specifications shall have precedence when no other governing guideline exists. Prior to any work on the site including demolition, dial 811 to call out utility locating company. Wait for utilities to be marked prior to start of work. "Call before you dig."

A. Section Includes

1. Clearing site of debris, grass, trees, and other plant life in preparation for site or building earthwork.
2. Protection of existing structures, trees or vegetation.
3. Stripping topsoil from areas that are to be incorporated into limits of project and storage of topsoil where so indicated.

B. Environmental Requirements

1. Construct temporary erosion control systems as directed by the "Storm Water Prevention Plan" (SWPPP) to protect adjacent properties and water resources from erosion and sedimentation.
2. Contractor shall be totally responsible for conducting storm water management practices in accordance with the TPDES permit and for consequences of enforcement action taken or imposed by Federal or State agencies, including cost of fines, construction delays, and remedial actions resulting from Contractor's failure to comply with provisions of TPDES permit.

C. Project Conditions

1. Existing Conditions at time of inspection for bidding purposes will be maintained by District in so far as practical.
2. Contractor shall visit the site and verify the nature and extent of clearing work required.
3. Variations to conditions or discrepancy in actual conditions as they apply to site preparation operations are to be brought to attention of District prior to commencement of site work.
4. Maintain or build a 5 foot minimum shoulder from the edge of the pavement on the front parking lots prior to sloping. The maximum sloping should be 4:1 around these parking lots.
5. The construction entrance will be on the east side of the site for safety, keeping public roads clean.

D. Equipment

1. Off-site materials shall be transported to project using well-maintained and operating vehicles. Once on site, transporting vehicles shall stay on designated haul roads and shall at no time endanger improvements by rutting, overloading or pumping.
2. There will be no activity on the front parking lots and fences will be erected around them to prohibit such activity and access by the public.

E. Preparation

1. Identify existing plant life that is to remain and verify that clearing limits will be clearly tagged, identified and marked in such manner as to ensure their safety throughout construction.

F. Protection

1. Locate and identify existing utilities that are to remain and protect these from damage.
2. Protect trees, plant growth and features designated to remain as part of final landscaping.
3. Conduct operations with minimum interference to public or private accesses and facilities. Maintain a construction exit as described in the SWPPP to minimize tracking of sediment onto adjacent public and private roadways. Maintain ingress and egress at all times and clean or sweep roadways daily as required by SWPPP or governing authority. Dust control shall be provided with sprinkling systems or equipment provided by the Contractor.
4. Provide traffic control as required, in accordance with the US Department of Transportation's "Manual on Uniform Traffic Control Devices" and applicable state DOT requirement.

G. Clearing

1. Clear areas required for access to site and execution of work.
2. Unless otherwise indicated on the **drawings**, remove trees, shrubs, grass and other vegetation. Removal includes digging out stumps and roots. Depressions caused by clearing and grubbing operations are to be filled and compacted in accordance with the recommendations on the site to avoid ponding of water. Satisfactory fill material shall be placed in accordance.
3. Remove grass, trees, plant life, stumps and other construction debris from site to dump site that is suitable for handling such material according to state laws and regulations.
4. Conform to requirements of SWPPP regarding disposal offsite.

H. Topsoil Excavation

1. Topsoil shall consist of organic surficial soil found in depth of not less than 6-inches. Satisfactory topsoil shall be reasonably free of subsoil, clay lumps, stones and other objects over 2-inches in diameter, weeds, roots and other objectionable material.
2. Cut heavy growths of grass from areas before stripping and remove cuttings with remainder of cleared vegetative material.
3. Strip topsoil from areas that are to be filled, excavated, landscaped or re-grade to such depth that it prevents intermingling with underlying subsoil or questionable material.
4. Stockpile topsoil in storage piles where directed by District. Construct storage piles to freely drain surface water. Cover storage piles as required to prevent windblown dust. Dispose of unsuitable topsoil as specified for waster material, unless otherwise specified by District. Contractor shall remove excess topsoil from site unless specifically noted otherwise.
5. Conform to requirements of SWPPP regarding stockpiling topsoil on site.

5.4 CERTIFICATION OF COMPLETION OF WORK BY THE CONTRACTOR

Upon completion of work, the Contractor shall notify the District's Superintendent to perform an inspection of work completed. Upon completion, the Contractor shall indicate the services performed and costs on an invoice. Submittal of the invoice after completion and acceptance of the work for the respective project (modification, repair, replacement and/or upgrade) has been completed. PISD will not authorize payment for services not rendered or work not accepted.

5.5 CORRECTION OF WORK

The Contractor shall promptly correct all work that fails to pass inspection or is rejected by the district as defective or as failing to conform to the contract documents whether observed before

or after completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the owner's additional services made necessary thereby. All work shall be performed to high standard.

1. NON-PAYMENT

If the performance requirements are not met, or the Contractor is in default of its obligations, the District reserves the right to withhold payment until Contractor diminishes such default and reimburses the District for any damages suffered by the District as a result of the Contractor's default.

5.7 PROJECT TIMELINE

Project timeline shall be within a reasonable period, as determined by the PISD administration and the awarded contractor during negotiations.

PREMONT INDEPENDENT SCHOOL DISTRICT
RFP # [reference no.] : [project name]

Vendor Response Form

Vendor Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____

E-mail: _____

Federal Tax ID #: _____ Number of Years in Business: _____

Company Representative Name: _____

Title: _____

Signature: _____ Date: _____

The above individual is authorized to sign on behalf of the company submitting the proposal. Proposals must be signed by an official authorized to bind provider to its provisions.

Complete the attached Forms:

- Vendor Pricing and Deviations/Additions Form
- Non-Collusion Form
- Suspension/Debarment Form
- Certification Regarding Lobbying & Disclosure of Lobbying Activities
- References
- Felony Conviction Notification
- Resident Bidder Form
- Conflict of Interest Questionnaire
- Form W-9

Also Include:

- Copy of Contractor's current license
- Copy of Contractor's current insurance coverage

Also Attached:

- Information Regarding Form 1295 Filing (Required from Awarded Vendor Only)

PREMONT INDEPENDENT SCHOOL DISTRICT
RFP # 2021-10 : School Demolition

Vendor Pricing and Deviations/Additions Form

Vendor Name: _____

1. Exceptions/Deviations

Please list any specifications listed in this RFP that your company will not or cannot provide. Attach a separate list if necessary.

2. Additions

Please describe any other services you will provide that have not been noted in this RFP. Attach a separate list if needed.

3. Price

\$ _____ **Total Proposal**

By signing below, I certify to the best of my knowledge that the proposal meets all District specifications as outlined in the Request for Proposals.

Printed Name of Company Representative

Signature of Company Representative

NON-COLLUSIVE BIDDING CERTIFICATE

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder must certify 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.

By submission of this bid, the bidder certifies that:

- a. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
- b. This bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids for this project to any other bidder 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.
- d. The person signing this bid certified 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.

AUTHORIZED SIGNATURE

NAME OF COMPANY

PRINTED NAME

TITLE OF AUTHORIZED PERSON

TELEPHONE NUMBER

ADDRESS

DATE

CITY, STATE, ZIP

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules.

AUTHORIZED SIGNATURE

NAME OF COMPANY

PRINTED NAME

TITLE OF AUTHORIZED PERSON

TELEPHONE NUMBER

ADDRESS

DATE

CITY, STATE, ZIP

CERTIFICATION REGARDING LOBBYING

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

Name of Organization

Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

PREMONT INDEPENDENT SCHOOL DISTRICT
RFP # [reference no.] : [project name]

REFERENCES: Proposal must include three references for which your firm has provided similar products/services within the last five (5) years. Please include company name, name of contact person and telephone number of references.

Please attach a brief description and photographs, if possible, of each project.

COMPANY NAME	CONTACT PERSON/TITLE	PHONE #
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder, by signing and executing this bid, certifies and represents to the Premont Independent School District that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that the Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Premont Independent School District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Premont Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Premont Independent School District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Firm Name: _____

Signed by: _____

Printed Name: _____

Title: _____

Mailing Address: _____

Telephone #: () _____ **Fax #:** () _____

E-Mail: _____

Date: _____

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

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 convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name: _____

Authorized Company Official’s Name and Title (Printed)

Complete ONE of the following, as appropriate:

A. My firm is a publicly-held company; therefore, this reporting requirement is not applicable.

Signature of Company Official

Date

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

Signature of Company Official

Date

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name(s) of felon(s): _____

Details of Conviction(s): _____

Signature of Company Official

Date

RESIDENT/NONRESIDENT BIDDER CERTIFICATION

FAILURE TO COMPLETE THE FOLLOWING INFORMATION
WILL RESULT IN BID DISQUALIFICATION

As defined by Texas House Bill 620, a "nonresident bidder" means a bidder whose principal place of business is not in Texas, but excludes contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Please complete either item 1 or 2 as it applies to your company along with the bottom section.

1) I certify that my company, _____, is a "resident bidder".
(Company Name)

Signature: _____ Date: _____

OR

2) If you qualify as a "nonresident bidder," you must furnish the following information.

What is your resident state? (The state your principal place of business is located).

City State Zip Code

Company Name

a) Does your "residence state" require bidders whose principal place of business is in Texas to under bid bidders whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.

YES _____ NO _____

b) What is the amount or percentage? _____%

ALL VENDORS MUST COMPLETE THE FOLLOWING:

I certify that the above information is correct.

Typed Name

Position

Signature

Date

Form CIQ

Form W-9

INFORMATION ONLY

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Premont ISD (PISD) is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits PISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to PISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom PISD contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

As a “business entity,” the awarded vendor must electronically complete, print, sign, notarize, and submit Form 1295 before entering into a contract with PISD even if no interested parties exist.

The Vendor must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm . The Vendor must print a copy of the completed form, which will include a certification of filing containing a **unique certification number**. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with PISD prior to any official contract award.

Premont ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After PISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from PISD.