# Central & Price Demolition Project

## Central Medical Magnet High School & Price Elementary School

## CSP #24.13

SCHEDULE:

**Pre-Proposal Conference:** Tuesday, March 19, 2024 at 9:00 a.m. starting at Price Elementary, 3350 Waverly Street, Beaumont, TX 77705 followed by a walk through at Central High School.
**Questions Due**: Monday, March 25, 2024 by 2:00 p.m.
**Responses to Questions Posted:** Thursday, March 28, 2024 by 2:00 p.m.
**Response to CSP Due:** Tuesday, April 9, 2024 by 2:00 p.m.
**Ranking - Board Action:** Estimated April 18, 2024
**Board Contract Approval:** Estimated April 18, 2024
**Notice to Proceed:** Estimated April 30, 2024
**Estimated date of Substantial Completion**: Estimated August 30, 2024

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**
**BEAUMONT INDEPENDENT SCHOOL DISTRICT**
**CSP# 24.13 – CENTRAL & PRICE DEMOLITION PROJECT**

The Beaumont Independent School District ("BISD" or "the District") is requesting Competitive Sealed Proposals from qualified offerors to provide services for the Central & Price Demolition Project (also referred to as "the Project") as identified herein.

Competitive Sealed Proposals must be addressed to the Administration at the address listed below:

**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR**
**CSP# 24.13 CENTRAL & PRICE DEMOLITION PROJECT**
due no later than
**TUESDAY, APRIL 9, 2024 AT 2:00 P.M.**

Beaumont ISD
Attn: Purchasing Department
3395 Harrison Avenue
Beaumont, TX 77706

**ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. UNSIGNED PROPOSALS AND/OR PROPOSALS RECEIVED VIA FACSIMILE OR EMAIL WILL NOT BE CONSIDERED. ALL RESPONSES MUST BE RECEIVED AT THE ADDRESS SHOWN ABOVE. RESPONSES SENT/ DELIVERED TO ANY OTHER DISTRICT ADDRESS WILL NOT BE CONSIDERED.**

FAILURE TO COMPLY WITH SPECIFICATIONS MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

Offerors must provide all requested information; failure to comply with any portion of this solicitation will be reflected in the evaluation process. The BISD reserves the right to accept or reject any Submission or any part thereof or any combination of Submissions and to waive any or all formalities. All responses in the Submission may be used by the BISD in the selection process. The BISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the BISD without regard to whether such information appears in the Submission.

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**
**BEAUMONT INDEPENDENT SCHOOL DISTRICT**
**CSP# 24.13 – CENTRAL & PRICE DEMOLITION PROJECT**

## SECTION 1: CSP OVERVIEW

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter D, as amended, it is the intention of the Beaumont Independent School District ("BISD" or "the District") to select via the Request for Competitive Sealed Proposal process contractor(s) for the Central & Price Demolition Project generally described herein. Responses to this Request for Competitive Sealed Proposals ("CSP") are referred to herein as "proposals" or "submissions." Entities submitting proposals are referred to as "Offerors" or "Proposers."

The CSP may be obtained online at www.bmtisd.com/bids or at the Beaumont ISD Administration Building, 3395 Harrison Ave., Beaumont, Texas 77706.

**PROPOSALS MUST BE RECEIVED NO LATER THAN**
**TUESDAY, APRIL 9, 2024 AT 2:00 P.M.**

Any Proposal received after such time will not be considered and will be returned unopened. Proposals will be received by:

BISD Purchasing Department
3395 Harrison Avenue
Beaumont, Texas 77706

Three (3) copies of the proposal must be submitted. Proposal envelopes must be plainly marked on the outside as follows:

**SEALED PROPOSAL – DO NOT OPEN**
**BEAUMONT INDEPENDENT SCHOOL DISTRICT**
**CSP# 24.13 CENTRAL & PRICE DEMOLITION PROJECT**

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

***For questions regarding this Request for CSP, please email bids@bmtisd.com.***

Questions must be received no later than 2:00 p.m. Monday, March 25, 2024. Questions will be responded to no later than 2:00 p.m. Thursday, March 28, 2024.

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**
**BEAUMONT INDEPENDENT SCHOOL DISTRICT**
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**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.

Proposals are to include the information requested in Section 5 of this Request for CSP 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.

**PRE-PROPOSAL CONFERENCE:**
A pre-proposal conference will be held at 9:00 a.m. on Tuesday, March 19, 2024 starting at Price Elementary, 3350 Waverly Street, Beaumont, TX 77705 followed by a walk through at Central Medical Magnet High School, 88 Jaguar Drive, Beaumont, TX.
Attendance is encouraged by all Offerors.

**SUBMISSION OF PROPOSALS**
Following the deadline for receipt, the BISD's staff will receive, publicly open, and read aloud the names of the Offerors and, if any are required to be stated, all prices stated in the proposals. Within forty-five (45) days after the opening of the Proposals, the BISD shall evaluate and rank each Proposal submitted in relation to the selected criteria set forth below. The BISD shall either select a construction contractor from the respondents to this Request for Competitive Sealed Proposals or reject all proposals.

The recommended ranking shall be based on the data furnished by the Offerors in response to the Request for CSP. The following is a list of criteria and weight for each criterion, which shall be utilized by the BISD pursuant to Texas Government Code Chapter 2269, Subchapter D:

WEIGHT CRITERIA

| | |
|---|---|
| 50 points | The Price Proposal – based on total proposal, including alternates, if any |
| 25 points | Project Experience & Reputation |
| 15 points | Proposed Project Personnel |
| 10 points | Financial Information and Capability |

All responses in the Proposal may be used to help the BISD select an Offeror based on these criteria. The BISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the BISD without regard to whether such information appears in the proposal.

## SECTION 2: COMMITMENTS OF THE BISD

1. The BISD reserves the right to withdraw this Request for CSP at any time and for any reason.
2. Receipt of response by the BISD or submission of a response to the BISD or selection of an Offeror for the purposes of negotiating a contract; confers no rights to the Offeror, nor obligates the BISD in any manner.
3. The BISD reserves the right to award or not award a contract. The BISD also will award the Contract to the party or parties that the Board of Trustees of the BISD determines to be most qualified and most responsive to this Request for CSP.
4. The BISD is under no obligation regarding this Request for CSP until a written contract is approved and executed by all parties and funding of the Project occurs. A draft form of the agreements are attached as Exhibits B and C.
5. The cost of developing a response is the sole responsibility of the Offeror. The BISD shall not provide reimbursement of such cost and shall not be liable for any response preparation cost for any reason whatsoever.
6. Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of BISD, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

## SECTION 3: INSTRUCTIONS TO OFFERORS

**A.** **PROPOSAL FORM:** The Proposal Form attached as Exhibit A must be filled out and signed by the Offeror.

**B.** **AGREEMENT:**
A response to this procurement solicitation is an offer to contract with BISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation and the construction documents. A contract is not formed unless and until a proposal is awarded by the BISD Board of Trustees. The Agreement/Contract Documents between the Owner and Offeror shall consist of the following:

1. Standard Form of Agreement Between Owner and Offeror where the basis of payment is a Stipulated Sum, AIA Document A101-2017, Exhibit A to the A101-2017 Insurance and Bonds, both as modified by the Owner (attached as Exhibit B). **Note that Payment and Performance Bonds shall be required for the Project. Also note the other conditions included in all Exhibits.** General Conditions of the Contract for Construction, AIA Document A201-2017, as modified by the Owner (attached as Exhibit C). **Offeror must state any requested modifications/exceptions to these Contract Documents as part of its response to this CSP. If no requests are made, Offeror will be expected to execute the Contract Documents without modification.** Each offeror, by submitting its proposal, represents that the Offeror has read, understands, and agrees to BISD's modifications to the AIA Documents.

2. Plans and Specifications (included with the Engineer's Project Manual).

3. Specifications for Abatement (included with environmental consultants' specifications).

**C.** **TIME:** Offeror agrees to hold the proposal open for acceptance for forty-five (45) calendar days from the proposal due date.

**D.** **WITHDRAWAL OF PROPOSALS:** Offerors may request permission to withdraw a proposal prior to the actual time for proposal opening. Such request must be made in person or in writing at the same location designated to receive the proposal. The BISD will return the proposal documents unopened at that time.

**E.** **WAIVER:** By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the BISD, its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of the proposal. The BISD shall have no contractual obligation to any Offeror, nor will any Offeror have any property interest or other right in the proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have been fulfilled by the Offeror.

**F. APPEAL/PROTEST PROCESS:** Any Proposer who submitted a proposal may appeal BISD's award, if the appeal is based on deviations from laws, rules, regulations, or BISD Board policies. BISD Board Policy GF (Local) applies to any Proposer wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Proposer shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to BISD's Purchasing Director. Complaints/appeals must be received by the close of business on or before the 15th BISD business day after award of the contract. In the event Proposer is unsure about the award of the contract, it is the Proposer's responsibility to contact BISD on the next business day after the award is announced and verify details concerning the award.

**G. OTHER INFORMATION:** The BISD believes the information included in this Request for CSP is materially accurate, however, the BISD does not warrant this information to be free from errors or omissions. Offerors are encouraged to inspect the premises prior to submitting a response.

Any discrepancies within the Construction Documents, including between the Drawings and Specifications, or errors must be reported to the engineer for interpretation. The engineer will at all times endeavor to explain and interpret all discrepancies, but does not bind itself for any interpretation not in writing. In the event of discrepancies which have not been interpreted in writing or conflicts within the Contract Documents, including drawings and specifications, the Proposer shall consider that the greater value or quantity shall apply and the submitted Competitive Sealed Proposal shall reflect this fact.

Materials. Any reference in the Construction Documents to materials, products, equipment, fixtures, etc., shall not be construed as limiting competition in any manner; however, only the architect/engineer shall have the authority to determine whether a material is equal. No substitution will be allowed unless authorized in writing by the architect or engineer. See below section regarding Substitutions. Where a definite material is specified, it is to set a standard, unless so noted that NO substitution allowed. Manufacturers of products not named in the Construction Documents will be required to show evidence satisfactory to the architect/engineer, that their product is equal in construction, similar in design, and will serve the intended purpose as the item specifically named.

Substitutions. The materials, products and equipment described in the Construction Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. **No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the Engineer at least ten days prior to the date for receipt of Proposals.** Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the Proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the Engineer approves a proposed substitution prior to receipt of Proposals, such approval will be set forth in an Addendum. Proposer shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

## H. THE OFFEROR MUST ALSO SUBMIT THE FOLLOWING ITEMS:

a. PROPOSAL FORM: Exhibit A, signed by Offeror.
b. RESPONSES TO INFORMATION REQUESTED: Section 5, signed by Offeror.
c. PROOF OF INSURABILITY: Submit a letter from your insurance provider stating provider's commitment to insure the applicant for the types of coverage at the levels specified in the CSP, if awarded a contract in response to this CSP. Offeror shall also submit a copy of current insurance certificate.

NEW VENDOR PACKET: (ATTACHED AS EXHIBIT D) - INCLUDES

d. 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 not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the District; or (2) submits to the District an application, response to a request for qualifications, submissions or proposals, correspondence, or another writing related to a potential agreement with the District. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires must be included with responses to this CSP. Please consult your own legal counsel if you have questions regarding the statute or form.
e. COMPLETED FORM 1295. The form is available online with the Texas Ethics Commission at www.ethics.state.tx.us.
f. ALL FORMS included with this package.

**RESPONSIBLE PROPOSERS, AT A MINIMUM, MUST MEET ALL OF THE FOLLOWING REQUIREMENTS:**

- Be an experienced contractor who has served as a prime contractor on similar construction projects for schools/governmental entities and be knowledgeable about requirements for construction of and building elements for schools including, without limitation, applicable building code requirements;
- Provide a warranty and support for any equipment installed as part of the construction services;
- Possess or is able to obtain adequate financial resources as required to perform under any contract resulting from this procurement solicitation;
- Have a responsible safety record, as detailed in this procurement solicitation;
- **Be able to obtain payment and performance bonds of the types and in the amounts described in this procurement solicitation;**
- Proposers must provide a letter of statement from a bonding company that the proposer general contractor is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation**. Proposers must include such letters in their proposals.**
- Payment and performance bonds shall be provided after the proposal/contract award in order to proceed with contract execution.
- Proposers shall include the related bond cost within their proposal amount.
- **Comply with all prevailing wage rate requirements;**

- The contractor who is awarded a contract resulting from this procurement solicitation must pay not less than the prevailing wage rates determined by BISD to a worker employed by it in the execution of a contract and must keep a record of such, as detailed in this procurement solicitation.
- **Be able to obtain all required permits.**
- All permit costs, inspection costs by governmental authorities having jurisdiction and associated fees, including but not necessarily limited to, building permits will be paid by the selected proposer.
- Proposers shall include the related permitting and inspection costs within their proposal amount.
- Submit all required proposal forms. If there are any missing proposal form pages, proposers may be disqualified.
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- Have necessary management and technical capability to perform any resulting contract;
- Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation;
- Be registered to do business in the State of Texas;
- Be in good standing with the State of Texas;
- Be otherwise qualified and eligible to receive a contract award under applicable laws and regulations.

## SECTION 4: SCOPE OF WORK; SCHEDULE

The Scope of Work for the Central and Price Demolition Project includes (and as more specifically set out in the Project Manual): abatement and demolition of the following buildings;

a) Central Medical Magnet High School – 88 Jaguar Dr., Beaumont, TX 77702
b) Price Elementary School – 3350 Waverly St., Beaumont, TX 77705

The estimated budget for the Central and Price Demolition Project is: $1,300,000.

The estimated Notice to Proceed date is: April 30, 2024

The estimated date of Substantial Completion follows: August 30, 2024

SCHEDULE:

Pre-Proposal Conference: Tuesday, March 19, 2024 at 9:00 a.m. starting at Price Elementary, 3350 Waverly Street, Beaumont, TX 77705 followed by a walk through at Central High School.
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Board Contract Approval: Estimated April 18, 2024
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Estimated date of Substantial Completion: Estimated August 30, 2024

OTHER REQUIRED DOCUMENTS:

The Offeror must complete and submit the New Vendor Packet included with Exhibit D.

The Offeror must also complete the Form 1295, following the requirements of the Texas Ethics Commission, as found at: *https://www.ethics.state.tx.us*

WAGE RATES:

The BISD has ascertained and adopted a Prevailing Wage Schedule, included in this package as Exhibit E. Successful Offerors shall pay at least the minimum wage rate set forth in such Schedule to all employees and sub Offerors performing work on this Project and in no event shall the successful Offeror pay less than the rate adopted.

OTHER:

The scope of the work is more fully described in the Contract Documents available from the BISD.

***TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THE PROPOSAL DOCUMENTS (INCLUDING THE SPECIFICATIONS), AND THE TERMS OF THE OWNER-MODIFIED AIA A101—2017 AND A201--2017 INCLUDED WITH THIS PROPOSAL, THE TERMS OF THE OWNER-MODIFIED AIA A101 AND A201 SHALL CONTROL.***

## SECTION 5: INFORMATION TO BE PROVIDED BY OFFERORS

Please provide the following information concerning your firm in the order and labeled in accordance with the sections set forth below.

**Section 1: Price Proposal (50 points)**
Complete the Proposal Form included with the CSP.

**Section 2: General Information**

2-1. Please provide a cover letter that includes the name, business address, telephone number, fax number, type of organization (individual, partnership, corporation, association), number of employees in the home and any field offices, a brief statement of interest and information regarding your organizational structure, availability, and intent to perform services. The letter shall also signature of an authorized officer of the Offeror who has legal authority in such matters.

**Section 3: Project Experience & Reputation (25 points)**

3-1. Provide a list of all projects involving similar scope for which Offeror has provided services in the last five (2) years. Include the Project Name, Location, Owner, Owner Representative, Contact Information, Project Budget, Date of Commencement and Date of Substantial Completion. (15 points)

3-2. Disputes: (5 points)
- 3-2.1 Identify any claims, arbitration or suits brought against your firm within the last five (5) years.
- 3-2.2 Identify any judgments, claims, arbitration proceedings, or suits pending or outstanding against your firm or its officers.
- 3-2.3 Describe all instances in which your firm was unable to complete the work under a contract.

**Section 4: Proposed Project Personnel (15 points)**

4-1. Provide brief resumes (2 page limit) for the individuals listed below:
- a. Principals/Corporate Officers (2 points)
  - i. President
  - ii. Vice President
  - iii. Partners
- b. Project Management Candidates (8 points)
  - i. Project Manager
  - ii. Superintendent

**Section 6: Financial Information and Capability (10 points)**

6-1. Provide the following bond information: (2 points)

6-1.1 Bonding capacity, both per project and in the aggregate.

6-1.2 Bonding company references, including bonding representative name and title, name of bonding company, address, phone number.

6-2. Provide the following financial information regarding your firm: (1 point)

6-2.1 Bank reference(s)

6-2.1.1 Individual, Title

6-2.1.2 Name of Bank

6-2.1.3 Address

6-2.1.4 Telephone

6-3 Total amount of work performed as a general Offeror for each of the past five years. (2 points)

## SECTION 6: EXECUTION

The foregoing is true and correct. The BISD, or any authorized representative of the BISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information about our firm's services, financial condition, and any other information which the BISD might determine as being desirable.

Offeror: _____

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

## REPRESENTATIONS AND CERTIFICATIONS

By submitting this Proposal the Offeror:

1. Represents that to the best of its knowledge it is not indebted to the BISD. Indebtedness to the BISD shall be basis for non-award and/or cancellation of any award.
2. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded or state funded contract.
3. Certifies it's understanding that, should Offerer be selected for the Project: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Offeror or vendor agrees that the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Specifically: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this procurement and resulting contract and the Offeror agrees that any resulting contract can be terminated if the Offeror knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the Project is One Million Dollars ($1,000,000.00) or more, the Offeror agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the BISD for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the BISD; and (3) on completion of the contract, either: (a) provide at no cost to the BISD all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the BISD.
4. Certifies its understanding that, pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at $100,000 or more and if the Offeror has at least ten (10) full time employees, then the Offeror, by its execution of any resulting agreement with BISD, represents and warrants to the BISD that the Offeror does not boycott Israel and will not boycott Israel during the term of any resulting agreement. This section does not apply to a sole proprietorship.
5. By signing, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Offeror certifies that the individual or business entity named is not ineligible to receive the specified payments and acknowledges that any resulting agreement may be terminated and payment withheld in this certification is inaccurate.
6. Offeror verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Offeror has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any contract with BISD.
7. Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at $100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to the BISD that the Offeror does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.
8. Pursuant to Texas Government Code Chapter 2274, if the contract is valued at $100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and

warrants to the BISD that the Offeror does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the contract. This provision does not apply to sole proprietorships.

9. In compliance with Chapter 2252 of the Texas Government Code, Offeror certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Offeror also certifies that for the length of any resulting contract with BISD, Offeror will not engage in any business with Iran, Sudan, or any foreign terrorist organization.

10. 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 at 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 BISD's Project or on BISD's property.

Offeror: _____

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**
**BEAUMONT INDEPENDENT SCHOOL DISTRICT**
**CSP# 24.13 – CENTRAL & PRICE DEMOLITION PROJECT**

## REPRESENTATIONS AND CERTIFICATIONS

Section 44.034 of the 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 of services performed before the termination of the contract." Note: **This 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 following information furnished is true to the best of my knowledge.

**SELECT ONE:**

❒ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
❒ My firm is not owned nor operated by anyone who has been convicted of a felony.
❒ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____
Details of Conviction(s): _____

The undersigned affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other consultant, and that the contents of this response as to terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this response.

Company Name: _____

Address: _____

Phone:_____ Email:_____

_____ _____
Printed Name & Title Signature

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**
**BEAUMONT INDEPENDENT SCHOOL DISTRICT**
**CSP# 24.13 – CENTRAL & PRICE DEMOLITION PROJECT**

**EXHIBIT A PROPOSAL FORM**

**IDENTIFICATION OF OFFEROR AND ACCEPTANCE OF TERMS**

**IMPORTANT: A proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Offeror agrees to strictly abide by the terms, conditions, and specifications set out in the Request for Competitive Sealed Proposals.**

**PROPOSAL FORM**

**1.1 TO:** Beaumont Independent School District
Attn: Purchasing Department
3395 Harrison Ave, Beaumont, TX 77706

**1.2 SUBMITTED BY:**

_____

Address: _____

Phone No.: _____ Email: _____ Date: _____

Signature: _____

**1.3 BASE PROPOSAL:** (amounts in figures)

1. Proposal Price: $ _____
2. Owners Contingency: $ 100,000

Total Proposal Price (sum of numbers 1&2): $ _____

**1.4 ADDENDA:** Undersigned acknowledges receipt of Addenda:

**Nos. & Dates)** _____

**1.5 REVIEW OF CONTRACT DOCUMENTS**

The Proposer certifies that it has reviewed the Contractor Agreement included as Exhibit B.

_____ Yes _____ No

Proposer agrees that if any revisions are requested to the terms and conditions in the Agreement attached as Exhibit C, they are listed below or attached on a separate sheet and submitted with the Proposal response:

_____ Yes _____ No

Requested Revisions:

_____

_____

_____

_____

# EXHIBIT B

## AIA A101—2017, MODIFIED BY OWNER
## &
## AIA A101—2017, EXHIBIT A

# EXHIBIT C

## AIA A201—2017, MODIFIED BY OWNER

***BEAUMONT ISD***
***Purchasing Department***
***3395 Harrison Ave., Beaumont, TX 77706***
***Phone #: 409.607.5041***

# Vendor Packet

**Vendor Packet that consists of the following documents:**

**(1) this Vendor Information Form;**
**(2) Conflict of Interest Form;**
**(3) W-9 Form;**
**(4) Proposer/Vendor Certification Forms;**
**(5) Felony Conviction Notice Form;**
**(6) Antitrust Certification Statement; and**
**(7) Confidentiality Declaration Form.**

**The completed Vendor Packet must be e-mailed by a BISD campus or department contact in PDF format to the BISD Purchasing Department at purchasing@bmtisd.com. Incomplete packets will be rejected.**

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**Will the Vendor/Vendor's employees potentially have direct contact with students?** **____ Yes ____ No**
If yes, Independent Contractor Agreement & Criminal History Certification (fingerprinting) may be required.

**Is the Vendor a current or former employee of BISD?** **____ Yes ____ No**

**Is the Vendor a Minority and/or Women's Business Enterprise?** **____ Yes ____ No**

**Is the Vendor HUB certified?** **____ Yes ____ No**

## Notice to Prospective Vendors:

1. Vendors must accept purchase orders for all purchases.
2. The District will not be responsible for payment of goods/services without an approved purchase order.
3. All invoices must reflect the purchase order number and must be mailed or emailed to the Beaumont ISD Accounts Payable Department: 3395 Harrison Ave, Beaumont, TX 77706; invoices@bmtisd.com
4. All payments are net 30 days after receipt of the goods and/or services.

Beaumont ISD
Preparing Our Next Generation

## Vendor Information

Business Name: _____

DBA: _____

Website: _____

Phone: _____

Address: _____

_____

Type of Products/Services Provided: _____

**Contact Information:**

Name: _____

Title: _____

Email Address: _____

Phone: _____

**Remit Information:** **(if different from above)**

Check Payable To: _____

Address: _____

_____

Phone: _____

**Email address where purchase orders are to be sent:** _____

Is Vendor Awarded through a Purchasing Cooperative? ____ Yes ____ No

Cooperative Name(s): _____

Cooperative Contract #s: _____

Expiration Date(s): _____

## District Information

**To be completed by District personnel**

___New Vendor ___Existing Vendor # _____

Requested By: _____

Campus/Department: _____

Phone/Extension: _____

Date: _____

**For Purchasing Dept. Use Only**

Vendor #

Entered/Updated By

Date

**W9 Received in System?** _____**Yes** _____**No**

**Director Review**

____**Yes** ____**No** _____**Initials**

## BISD CONFLICT OF INTEREST DISCLOSURE STATEMENT

Beaumont Independent School District (BISD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with BISD or who seeks to do business with BISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of BISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of BISD, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of BISD.

***"Vendor"*** means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

***"Business relationship"*** means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

***"Family relationship"*** means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

***"Local government officer"*** means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

- ***BISD Board of Trustees and Superintendent include:***

  Ms. Matilda "Tillie" Hickman, President
  Mr. Stacey Lewis, Jr., Vice-President
  Ms. Denise Wallace-Spooner, Secretary
  Mr. Robert C. Dunn, Sr.
  Mr. Woodrow Reece, II
  Mr. Thomas Sigee, Sr.
  Mr. Joe A. Evans, Jr.
  Dr. Shannon Allen, Superintendent

- ***Current local government officers include, but are not limited to:***
  Superintendent, Assistant Superintendents, Administrators, Directors, Principals, Supervisors, Secretaries, Faculty members, District Staff.

**If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.** In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

# 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 QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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.*

## CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

_____ Initials of Authorized Representative of Vendor

## CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

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, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

_____ Initials of Authorized Representative of Vendor, if applicable

## CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by BISD; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by BISD in a fiscal year of BISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to BISD for the duration of the Agreement; (2) promptly provide to BISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of BISD; and (3) on completion of the Agreement, either (a) provide at no cost to BISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to BISD.

_____ Initials of Authorized Representative of Vendor, if applicable

## CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

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), Vendor hereby certifies and verifies that 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 Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that 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).

_____ Initials of Authorized Representative of Vendor, if applicable

## CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

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) BISD has determined that Vendor is not a sole-source provider or BISD 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), Vendor hereby certifies and verifies that 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 contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate 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.

_____ Initials of Authorized Representative of Vendor, if applicable

## CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

BISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by BISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

_____ Initials of Authorized Representative of Vendor, if applicable

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200

**The following provisions are required and apply when federal funds are expended by BISD for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between BISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense**

**Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

Does vendor agree? YES _____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (B) above, when federal funds are expended by BISD, BISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or BISD. BISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if BISD believes, in its sole discretion that it is in the best interest of BISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by BISD as of the termination date if the contract is terminated for convenience of BISD. Any award under this procurement process is not exclusive and BISD reserves the right to purchase goods and services from other vendors when it is in the best interest of BISD.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree to abide by the above? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to BISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

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

(1) No Federal appropriated funds have been paid or will be paid 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

**(J) Procurement of Recovered Materials – When federal funds are expended by BISD, BISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended BISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds** – 2 CFR § 200.321 – When federal funds are expended by BISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

## CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 C.F.R. § 200.215

When federal funds are expended by BISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, BISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. BISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

## CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – 2 C.F.R. § 200.216

BISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor certifies that vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334

When federal funds are expended by BISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

## CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of BISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

## CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322

As appropriate and to the extent consistent with law, BISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

> "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

## CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that BISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

## CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

**BEAUMONT INDEPENDENT SCHOOL DISTRICT**
**FELONY CONVICTION NOTICE FORM**

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement 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 the agreement 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".

Subsection (c) states "this section does not apply to 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 information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: _____

Authorized Official's Name (Printed or Typed): _____

**You must select one and sign below:**

☐ Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).

☐ Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.

☐ Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

Detail of Conviction(s): _____

*(Attach additional pages if necessary.)*

Signature of Company Official: _____

Date: _____

**BEAUMONT INDEPENDENT SCHOOL DISTRICT ANTITRUST CERTIFICATION STATEMENT**
**(Tex. Government Code § 2155.005)**

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

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

2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;

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

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

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Signature: _____

Printed Name: _____

Title: _____ Date Signed: _____

# CONFIDENTIALITY DECLARATION FORM

**INFORMATION SUBMITTED TO BISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552.**

As a governmental body, BISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to BISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If BISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," BISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that BISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.0222, "contracting information"[1] is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

(1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or

(2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

BISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability BISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or BISD and determined by BISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act**. Further, even if Vendor marks information as "CONFIDENTIAL," **Vendor expressly agrees that BISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.**

[1] "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."

Please check **ONLY ONE** of the following options:

☐ **Declaration of Confidentiality – Vendor HAS clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.**

☐ **Waiver of Confidentiality – Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to BISD and that its proposal and all other information—including any pricing information—submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement.**

_____
**Vendor Name**

_____ _____
**Printed Name of Authorized Officer/ Representative of Vendor** **Title**

_____ _____
**Signature** **Date**

# Prevailing Wage Rate Determination Information

*The following information is from Chapter 2258 Texas Government Code:*

**Sec. 2258.021. Right to be Paid Prevailing Wage Rates.**

(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
    (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
    (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
(b) Subsection (a) does not apply to maintenance work.
(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

**Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.**

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

**Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.**

A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

# Prevailing Wage Rates – School Construction Trades

June 1, 2022

Texas Gulf Coast Area

| CLASSIFICATION | 2022 HOURLY RATE |
|---|---|
| ASBESTOS WORKER | $21.13 |
| BRICKLAYER; MASON | $25.32 |
| CARPENTER; CASEWORKER | $23.38 |
| CARPET LAYER; FLOOR INSTALLER | $25.12 |
| CONCRETE FINISHER | $23.40 |
| DATA COMM/TELE COMM | $23.50 |
| DRYWALL INSTALLER; CEILING INSTALLER | $26.65 |
| ELECTRICIAN | $25.93 |
| ELEVATOR MECHANIC | $28.80 |
| FIREPROOFING INSTALLER | $22.25 |
| GLAZIER | $22.30 |
| HEAVY EQUIPMENT OPERATOR | $22.40 |
| INSULATOR | $20.50 |
| IRONWORKER | $25.50 |
| LABORER, HELPER | $16.71 |
| LATHERER; PLASTERER | $23.25 |
| LIGHT EQUIPMENT OPERATOR | $20.50 |
| METAL BUILDING ASSEMBLER | $21.10 |
| MILLWRIGHT | $33.63 |
| PAINTER; WALL COVERING INSTALLER | $19.60 |
| PIPEFITTER | $26.97 |
| PLUMBER | $26.71 |
| ROOFER | $20.50 |
| SHEET METAL WORKER | $19.90 |
| SPRINKLER FITTER | $26.13 |
| STEEL ERECTOR | $23.25 |
| TERRAZZO WORKER | $23.50 |
| TILE SETTER | $19.58 |
| WATERPROOFER; CAULKER | $19.88 |

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

# Prevailing Wage Rates

## Worker Classification Definition Sheet

| CLASSIFICATION | DEFINITION |
|---|---|
| ASBESTOS WORKER | Worker who removes and disposes of asbestos materials. |
| BRICKLAYER; MASON | Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories. |
| CARPENTER; CASEWORKER | Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim. |
| CARPET LAYER; FLOOR INSTALLER | Worker who installs carpets and /or floor coverings, vinyl tile. |
| CONCRETE FINISHER | Worker who floats, trowels, and finishes concrete. |
| DATA COMM/TELE COMM | Worker who installs data/telephone and television cable and associate equipment and accessories. |
| DRYWALL; CEILING INSTALLER | Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings. |
| ELECTRICIAN | Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls. |
| ELEVATOR MECHANIC | Craftsman skilled in the installation and maintenance of elevators. |
| FIREPROOFING INSTALLER | Worker who sprays or applies fire proofing materials. |
| GLAZIER | Worker who installs glass, glazing, and glass framing. |
| HEAVY EQUIPMENT OPERATOR | Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines. |
| INSULATOR | Worker who applies, sprays, or installs insulation. |
| IRONWORKER | Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar. |
| LABORER, HELPER | Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up. |
| LATHERER; PLASTERER | Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories. |
| LIGHT EQUIPMENT OPERATOR | Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf), conveyers. |
| METAL BUILDING ASSEMBLER | Worker who assembles pre-made metal buildings. |
| MILLWRIGHT | Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts, and align pumps. |
| PAINTER; WALL COVERING INSTALLER | Worker who prepares wall surfaces and applies paint and/or wall coverings, tape, and bedding. |
| PIPEFITTER | Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment. |
| PLUMBER | Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work. |
| ROOFER | Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products. |
| SHEET METAL WORKER | Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals. |
| SPRINKLER FITTER | Worker who installs fire sprinklers systems and fire protectant equipment. |
| STEEL ERECTOR | Worker who erects and dismantles structural steel frames of buildings and other structures. |
| TERRAZZO WORKER | Craftsman who places and finishes Terrazzo |
| TILE SETTER | Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces. |
| WATERPROOFER; CAULKER | Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed. |