



Fredericksburg ISD

Inspiring Excellence

REQUEST FOR PROPOSALS #931-2026-2027 WASTE MANAGEMENT SERVICES

Date	Event
May 4, 2026	Release Date
May 15, 2026	Questions Due by 12:00 p.m. CST
May 20, 2026	RFP Closes at 11:00 a.m. CST
July 1, 2026	Contract Start Date
(30) Calendar Days of Award Notification	Installation Date

- Questions regarding this bid must be submitted via e-mail to the proposal contact listed below.

E-mail subject line should read:

Question-RFP #931-2026-2027 Waste Management Services

- Proposals must have a cover page with vendor's name and contact information.
- Proposals are to be hand delivered or mailed to:

Fredericksburg Independent School District Central Office

110 W. Travis St. Fredericksburg, Texas 78624.

Faxed or emailed proposals will not be accepted.

- Changes in or interpretations of the proposal will be made only by written addenda.

1.SCOPE

- 1.1 Fredericksburg Independent School District ("FISD" or "District") is soliciting a Request for Proposals (RFP) from qualified vendors to provide comprehensive solid waste collection, transportation, recycling, and disposal services.

2.SUBMISSION OF PROPOSAL

- 2.1 FISD will accept responses either by mail or hand carried until 11:00 a.m., April 22, 2026. Responses received after the RFP closing date will not be accepted and will be returned unopened to the vendor. One (1) clearly defined original and two (2) clearly defined copies (one of which is in electronic format - flash drive) of the response are required for evaluation purposes. Electronic copy must be in a Microsoft Office format (i.e. Word, Excel) or a searchable PDF document. Offers may be hand carried or mailed in a sealed envelope/package clearly marked with the offering company's name, return address, and addressed to:

*Fredericksburg Independent School District
PURCHASING DEPARTMENT, Lori Rice
RFP #931-2026-2027 Waste Management Services
110 W. Travis St. Fredericksburg, TX 78624*

- 2.2 Fredericksburg Independent School District reserves the right to reject any or all proposals, to waive any technicalities, and to accept the proposal(s) that is determined to provide the best value to the School District. FISD is not responsible for lost packages.

3.ADDITIONAL INFORMATION

- 3.1 If you have questions regarding this material, or if you require additional information, contact Michael Gonzales, Director of Operations michaelgo@fisd.org, or Lori Rice, Purchasing Specialist, loriri@fisd.org. No submitter may contact any person other than the contacts listed for FISD regarding this RFP. Questions and Answers pertinent to this RFP will be posted to the district Business & Finance website at the following link <https://www.fisd.org/our-district/departments/financial-transparency>.

4. CONTRACT REQUIREMENTS

For establishing the terms and conditions for the contract, the awarded Proposer shall hereby be known as Contractor.

1. **DESCRIPTION.**

This contract shall be for the purchase of Waste Management Services in accordance with the instructions, terms and conditions, and requirements/specifications contained within this agreement.

2. **TERM OF CONTRACT.**

- 2.1. The contract shall be in effect on or about July 1, 2026 through June 30, 2029.
- 2.2. FISD reserves the right to extend the contract upon Mutual Agreement by the parties for two (2) additional one-year periods. All extensions will be done in writing prior to the end of the current contract.

3. **FEES.**

- 3.1. The contract pricing shall include all costs associated with the removal and disposal of waste, including fuel surcharge, from the District campuses and departments.
- 3.2. Lump sum fuel surcharges will not be accepted.
- 3.3. The District will not pay any landfill fees.

4. **DELIVERY REQUIREMENTS.** Per the established schedule provided in Attachment A- Vendor Response Form and as determined by the District and the awarded Contractor.

5. **TYPE OF CONTRACT.** Firm fixed rates for the standard waste containers for the term of the contract.

6. **SCOPE OF SERVICES.**

6.1. ***Contract Overview***

- 6.1.1. The District desires to establish a contract with Contractor to provide waste management services throughout the District. These services will include the furnishing of waste containers and the collection and removal of garbage. Services may also include a recycling program.
- 6.1.2. The Contractor is to provide exterior waste containers at all locations for general garbage collection.
- 6.1.3. Waste will be placed in the containers by District staff.
- 6.1.4. The waste generated by the District is mainly from an office, classroom, school and some non-school related events, and food service environment, and should not contain hazardous materials.
- 6.1.5. The Operations Director for the District will be the District's Representative for this contract.

6.2. ***Contractor Requirements***

- 6.2.1. All pick-ups must be coordinated and scheduled with the District Representative prior to service to cause minimal disturbance to campus operations.
- 6.2.2. The Contractor shall maintain a fully staffed office with a communications system that can communicate with all service vehicles to assure prompt response to service calls.
- 6.2.3. The Contractor shall maintain a recording system to log in location, dates and times of all District pick-ups. The log shall be provided to the District upon request. Electronic reporting is preferred.
- 6.2.4. The Contractor shall be held responsible for all damage caused by their drivers or vehicles, including damage to structures or utility lines, damage to parked vehicles, or damage caused by Contractor's vehicle weight while on any District property.
- 6.2.5. The Contractor is required to provide all transportation, equipment, and tools necessary to provide specified service.
- 6.2.6. The District will not pay or reimburse the Contractor for any equipment or rental costs. Equipment includes those that are specialized and not owned but rented.
- 6.2.7. The District will not pay for mileage to and from the District facilities.
- 6.2.8. The District will not provide any equipment or tools.

6.3. ***Schedule***

- 6.3.1. Attachment A- Vendor Response Form, *District Locations, Container Sizes, and Pick-up Schedule*, provides the District's current waste management program. Waste pick-up will be made on a scheduled basis, as agreed to by the District and the Contractor, throughout the term of contract, including District holiday periods.
- 6.3.2. Pick-up at school facilities shall not be made between 7:30 a.m. and 4:30 p.m. Other facilities may be picked up at any time, including normal business hours.
- 6.3.3. The Contractor shall be cognizant of the time of day and the location of the container related to nearby residents and the noise levels produced by the pick-up, and attempt to not be disruptive. An agreed upon schedule change may be necessary to ensure this requirement is met.
- 6.3.4. The District reserves the right to make the following changes at any time; either temporarily or permanently, to:
 - 6.3.4.1. Add or remove containers from facilities.
 - 6.3.4.2. Change size, frequency of pick-up or quantities of containers at individual locations.
 - 6.3.4.3. Require additional pick-ups, outside of normal scheduled pick-ups.
 - 6.3.4.4. Add additional containers and pick-up locations at new facilities (portables or permanent structures).
 - 6.3.4.5. Decrease the number of pick-ups during Summer Break (June-July). As noted in Attachment A- Vendor Response Form.
 - 6.3.4.6. Change scheduled days and times of pick-ups.
 - 6.3.4.7. All changes will be billed based on the contract price for the container size.
- 6.3.5. Additional pick-ups or credits for non-pick-ups shall be charged at the applicable container size for the location(s) affected. The extra charges shall be added to the monthly billing for the location the additional service(s) was made.
- 6.3.6. If at any time the Contractor is aware that a scheduled pick-up will not be performed, the Contractor must contact the District immediately as to when the anticipated pick-

up will be made. If a pick-up is not performed, the Contractor will deduct the appropriate billing amount from the monthly statement.

- 6.3.7. Large waste roll-off containers shall be picked-up on an as needed basis.
- 6.3.8. If the Contractor fails to continuously meet the schedule requirements, the District will counsel the Contractor and / or the contract may be cancelled with damages assessed.

6.4. **Container Area**

- 6.4.1. The area around the container shall remain free of debris and trash.
- 6.4.2. The Contractor is responsible for removing any loose waste spilled at the time of pick-up, and no waste shall be left hanging on or outside the container after pick-up.
- 6.4.3. If a container is not accessible at the time of pick-up due to blockage by a vehicle or other movable object, the Contractor shall contact the District Representative prior to the truck leaving the facility. If the District Representative is not available at the time of the attempted contact, the Contractor must provide details as to the situation and when the truck will be returning to complete the pick-up.
- 6.4.4. Full Containers:
 - 6.4.4.1. If the container is full and a minor amount of waste has accumulated around the container, the Contractor should attempt to pick-up the waste and remove from the premise.
 - 6.4.4.2. If the container is full and a large amount of waste has accumulated around the container, the Contractor shall empty the container and contact the District Representative to have the excess waste loaded into the empty container for an additional lift, if required.
 - 6.4.4.3. It is the joint responsibility of the Contractor and the District to ensure that accumulations of waste are removed by repeated dumping, at least to the extent agreed to in the contract.
- 6.4.5. If the area designated for a container is insufficient for the container to be placed or the area is inadequate for access, the Contractor shall contact the District Representative for guidance on the resolution.
- 6.4.6. Some container areas may be enclosed and / or locked. If necessary, a master key will be made available for check out by the Contractor. The master key becomes the Contractor's responsibility, returnable upon the termination of the contract. The Contractor shall cover all costs involved in the replacement of the key and related consequences.

6.5. **Contract Transition Period.**

- 6.5.1. The Contractor shall have a maximum of thirty (30) calendar days in which to install new containers.
- 6.5.2. The Contractor shall have sufficient quantities of containers, in the size and type currently installed to allow for timely replacement at all District facilities.
- 6.5.3. No facility shall be left without containers for greater than a twenty-four (24) hour period. Should the outgoing Contractor remove their containers, the new Contractor should immediately install containers, regardless of implementation schedule.
- 6.5.4. All containers must be installed within thirty (30) calendar days of award notification.

- 6.5.5. As containers are installed, the Contractor shall immediately commence the scheduled pick-up, in accordance with submitted schedule of services.
- 6.5.6. It is anticipated that upon the completion of the contract, including extensions, that a continuation in the contract for a period of up to thirty (30) calendar days may be necessary for a smooth transition in services between the Contractor and the new contract holder. The Contractor must be acceptable to any services required to accomplish the transition.

7. CONTAINER SPECIFICATIONS.

7.1. *All Containers:*

- 7.1.1. Shall be owned by and the sole responsibility of the Contractor.
- 7.1.2. Shall have freshly painted surfaces prior to initial delivery.
- 7.1.3. Shall be properly labeled with the following information:
 - 7.1.3.1. Company name;
 - 7.1.3.2. Container number;
 - 7.1.3.3. Container size;
 - 7.1.3.4. Contact information; and
 - 7.1.3.5. Dispatcher phone number.
- 7.1.4. Shall be kept in good operating condition.
- 7.1.5. Shall be cleaned or replaced as necessary to control odor or proper containment of waste materials (solid or liquid). The Contractor must adhere to requests made by the District to reduce/eliminate odors as needed.
- 7.1.6. Shall be treated by the Contractor as necessary to aid in the control of insects and to meet the Texas Structural Pest Control Act. All treatments made on District property must be in compliance with the act and in coordination with the District Integrated Pest Control Coordinator.
- 7.1.7. Doors, lids or other moving parts shall be maintained in operating condition and leak proof.
- 7.1.8. Drain plugs shall be maintained and replaced as often as needed.
- 7.1.9. Damaged containers shall be changed out within forty-eight (48) hours of verbal notification by District Representative. The Contractor shall contact the District Representative once the container has been replaced.

7.2. *Standard Waste Containers:*

- 7.2.1. Shall be of the 4, 6, 8 or 10 cubic yard capacity.
- 7.2.2. Shall be the standard containers used at all facilities.
- 7.2.3. Shall be metal.
- 7.2.4. Front-end loader type.
- 7.2.5. Shall include plastic, tight-fit lids.
- 7.2.6. Doors and lids shall be capable of being locked, if necessary.
- 7.2.7. Shall be weather, fire, leak odor and rodent proof with lid closed.

7.3. *Non-Standard Waste Container:*

- 7.3.1. The District requires one (1) side-load container at the District Administrative Office location.

7.3.2. Shall be 4-yard capacity.

7.4. **Large Waste Roll-off Containers:**

7.4.1. Shall be 20, 30, or 40 cubic yard capacity.

7.4.2. Shall be metal.

7.4.3. **May be required by the District on an as needed basis.**

8. **RECYCLABLE MATERIALS** The District recognizes the environmental importance of properly managing recyclable materials, including paper, cardboard, metals, and plastics.

8.1. **Recyclable Materials.**

8.1.1. If offered by the Contractor, the District is interested in implementing a single-stream recycling program for designated recyclable materials.

8.1.2. The Contractor and the District will work collaboratively to manage the single-stream recycling program throughout the term of the contract. If an alternative recycling method is determined to provide greater benefit, the District reserves the right, at its sole discretion, to transition from single-stream recycling to the alternative method.

10. **COMMENCEMENT OF WORK.**

10.1. Contracts for services will be put into effect by means of purchase orders executed by the Director of Operations after award is determined.

10.2. The conditions stated herein are applicable and form a part of all contract documents and a part of the terms of all purchase orders for items included in the specifications and proposal forms issued herewith.

11. **PAYMENT.** The District must approve and sign off on all invoices prior to payment being made to insure all charges are appropriate and all requirements have been met.

12. **INSURANCE.**

12.1. For the duration of this contract, the Contractor shall provide proof and maintain following insurance coverage applicable to liability which could be incurred in conjunction with this project:

12.1.1. Workers' Compensation as required by law including Owner's Protective Liability.

12.1.2. Comprehensive Liability with minimum Bodily Injury Limits of not less than \$500,000 for each accident and \$1,000,000 for the aggregate. It shall include Property Damage Liability Insurance with minimum limits of not less than \$500,000 for each accident and \$1,000,000 for the aggregate. This policy shall include Owner's Protective Liability with the same minimum limits as above.

12.1.3. Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of the Contractor, with minimum combined single limit of \$1,000,000.00.

12.2. A certificate of insurance for each of the above policies shall be delivered to the FSD before any work is started.

12.3. The Contractor shall have their insurance companies list the FSD as a named insured on the policies.

12.4. Certificates shall be sent to the FSD Purchasing Department at each change or renewal during the term of this contract.

5. ATTACHMENT A- VENDOR RESPONSE FORM

1. COMPANY INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Contact Person: _____

2. BUSINESS INFORMATION

Entity Type: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor

Years in Business: _____

Taxpayer Identification Number _____ *Submit Copy of W-9 with Response Form*

Texas License/Permit #: _____

3. EXPERIENCE

Provide summary of relevant experience: _____

4. REFERENCES

5. PRICING SHEET (REQUIRED)

FREDRICKSBURG ISD: SITE NAME, CONTAINER TYPE, PICK UP & FREQUENCY

June- Summer Pickup							
Site Name	Total 1 Month Rate	Container Type	Container Size	Container Qty	Pick Up Freq / Week	Total Monthly Cost	Note
FISD MAINTENANCE DEPARTMENT	\$	FL	8	1	2	\$	
FISD TRANSPORTATION DEPARTMENT	\$	FL	8	1	1	\$	
FISD HIGH SCHOOL CAMPUS (MAIN)	\$	FL	8	2	2	\$	
FISD HIGH SCHOOL STADIUM (ATHLETICS)	\$	FL	8	2	1	\$	
FISD HIGH SCHOOL VOCATIONAL BUILDING	On Call	FL	8	1	0	\$	CONTAINER ON CALL. MAY NOT REQUIRE SERVICE DURING THE SUMMER.
FISD HIGH SCHOOL TENNIS COURT	On Call	FL	6	1	0	\$	CONTAINER ON CALL. MAY NOT REQUIRE SERVICE DURING THE SUMMER.
FISD HIGH SCHOOL AG DEPARTMENT	\$	FL	4	1	1	\$	
FISD HIGH SCHOOL AUDITORIUM	\$	FL	4	1	1	\$	
FISD PRIMARY SCHOOL CAMPUS	\$	FL	8	2	1	\$	
FISD MIDDLE SCHOOL CAMPUS	\$	FL	6	3	1	\$	
FISD STONEWALL ELEMENTARY CAMPUS	On Call	FL	6	1	0	\$	CONTAINER ON CALL. MAY NOT REQUIRE SERVICE DURING THE SUMMER.
FISD ELEMENTARY SCHOOL CAMPUS	\$	FL	6	5	1	\$	
FISD ADMINISTRATION OFFICE	\$	FL	4	1	1	\$	
TOTAL	\$				Monthly Total	\$	
July: Summer Pickup							
Site Name	Total 1 Month Rate	Container Type	Container Size	Container Qty	Pick Up Freq / Week	Total Monthly Cost	Note
FISD MAINTENANCE DEPARTMENT	\$	FL	8	1	2	\$	

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FISD TRANSPORTATION DEPARTMENT	\$	FL	8	1	1	\$	CONTAINER ON CALL. MAY NOT REQUIRE SERVICE DURING THE SUMMER.
FISD HIGH SCHOOL CAMPUS (MAIN)	\$	FL	8	2	2	\$	
FISD HIGH SCHOOL STADIUM (ATHLETICS)	\$	FL	8	1	1	\$	
FISD HIGH SCHOOL STADIUM (ATHLETICS)	2ND CAN ON CALL	FL	8	1	0	\$	CONTAINER ON CALL. MAY NOT REQUIRE SERVICE DURING THE SUMMER.
FISD HIGH SCHOOL VOCATIONAL BUILDING	On Call	FL	8	1	0	\$	CONTAINER ON CALL. MAY NOT REQUIRE SERVICE DURING THE SUMMER.
FISD HIGH SCHOOL TENNIS COURT	On Call	FL	6	1	0	\$	CONTAINER ON CALL. MAY NOT REQUIRE SERVICE DURING THE SUMMER.
FISD HIGH SCHOOL AG DEPARTMENT	\$	FL	4	1	1	\$	
FISD HIGH SCHOOL AUDITORIUM	\$	FL	4	1	1	\$	
FISD PRIMARY SCHOOL CAMPUS	\$	FL	8	1	1	\$	
FISD PRIMARY SCHOOL CAMPUS	2ND CAN ON CALL	FL	8	1	0	\$	CONTAINER ON CALL. MAY NOT REQUIRE SERVICE DURING THE SUMMER.
FISD MIDDLE SCHOOL CAMPUS	\$	FL	6	3	1	\$	
FISD STONEWALL ELEMENTARY CAMPUS	On Call	FL	6	1	0	\$	CONTAINER ON CALL. MAY NOT REQUIRE SERVICE DURING THE SUMMER.
FISD ELEMENTARY SCHOOL CAMPUS	\$	FL	6	5	1	\$	
FISD ADMINISTRATION OFFICE	\$	FL	4	1	1	\$	
TOTAL	\$				Monthly Total	\$	

August: Fall Pickup

Site Name	Total 1 Month Rate	Container Type	Container Size	Container Qty	Pick Up Freq / Week	Total Monthly Cost	Note
FISD MAINTENANCE DEPARTMENT	\$	FL	8	1	2	\$	
FISD TRANSPORTATION DEPARTMENT	\$	FL	8	1	2	\$	
FISD HIGH SCHOOL CAMPUS (MAIN)	\$	FL	8	2	3	\$	
FISD HIGH SCHOOL STADIUM (ATHLETICS)	\$	FL	8	2	2	\$	
FISD HIGH SCHOOL VOCATIONAL BUILDING	\$	FL	8	1	1	\$	
FISD HIGH SCHOOL TENNIS COURT	\$	FL	6	1	2	\$	
FISD HIGH SCHOOL AG DEPARTMENT	\$	FL	4	1	1	\$	
FISD HIGH SCHOOL AUDITORIUM	\$	FL	4	1	1	\$	
FISD PRIMARY SCHOOL CAMPUS	\$	FL	8	2	3	\$	
FISD STONEWALL ELEMENTARY CAMPUS	\$	FL	6	1	1	\$	
FISD MIDDLE SCHOOL CAMPUS	\$	FL	6	3	3	\$	
FISD ELEMENTARY SCHOOL CAMPUS	\$	FL	6	5	3	\$	
FISD ADMINISTRATION OFFICE	\$	FL	6	1	1	\$	
TOTAL	\$				Monthly Total	\$	

September & October: Fall Pickup

Site Name	Total 2 Month Rate	Container Type	Container Size	Container Qty	Pick Up Freq / Week	Total Monthly Cost	Note
FISD MAINTENANCE DEPARTMENT	\$	FL	8	1	2	\$	
FISD TRANSPORTATION DEPARTMENT	\$	FL	8	1	2	\$	
FISD HIGH SCHOOL CAMPUS (MAIN)	\$	FL	8	2	3	\$	
FISD HIGH SCHOOL STADIUM (ATHLETICS)	\$	FL	8	2	2	\$	
FISD HIGH SCHOOL VOCATIONAL BUILDING	\$	FL	8	1	1	\$	
FISD HIGH SCHOOL TENNIS COURT	\$	FL	6	1	2	\$	
FISD HIGH SCHOOL AG DEPARTMENT	\$	FL	4	1	1	\$	

FISD HIGH SCHOOL AUDITORIUM	\$	FL	4	1	1	\$	
FISD PRIMARY SCHOOL CAMPUS	\$	FL	8	2	3	\$	
FISD STONEWALL ELEMENTARY CAMPUS	\$	FL	6	1	1	\$	
FISD MIDDLE SCHOOL CAMPUS	\$	FL	6	3	3	\$	
FISD ELEMENTARY SCHOOL CAMPUS	\$	FL	6	5	3	\$	
FISD ADMINISTRATION OFFICE	\$	FL	6	1	1	\$	
TOTAL	\$				Monthly Total	\$	
November May: Fall/Spring Pickup							
Site Name	Total 7 Month Rate	Container Type	Container Size	Container Qty	Pick Up Freq / Week	Total Monthly Cost	Note
FISD MAINTENANCE DEPARTMENT	\$	FL	8	1	2	\$	
FISD TRANSPORTATION DEPARTMENT	\$	FL	8	1	2	\$	
FISD HIGH SCHOOL CAMPUS (MAIN)	\$	FL	8	2	3	\$	
FISD HIGH SCHOOL STADIUM (ATHLETICS)	\$	FL	8	2	2	\$	
FISD HIGH SCHOOL VOCATIONAL BUILDING	\$	FL	8	1	1	\$	
FISD HIGH SCHOOL TENNIS COURT	\$	FL	6	1	2	\$	
FISD HIGH SCHOOL AG DEPARTMENT	\$	FL	4	1	1	\$	
FISD HIGH SCHOOL AUDITORIUM	\$	FL	4	1	1	\$	
FISD PRIMARY SCHOOL CAMPUS	\$	FL	8	2	3	\$	
FISD STONEWALL ELEMENTARY CAMPUS	\$	FL	6	1	1	\$	
FISD MIDDLE SCHOOL CAMPUS	\$	FL	6	3	3	\$	
FISD ELEMENTARY SCHOOL CAMPUS	\$	FL	6	5	3	\$	
FISD ADMINISTRATION OFFICE	\$	FL	6	1	1	\$	
TOTAL	\$				Monthly Total	\$	

Rates	Cost
June	\$
July	\$
August	\$
Sept/Oct	\$
Nov-May	\$
Annual Total	\$

Additional Pricing

- Extra Pickup: \$_____
- Bulk Waste Pickup: \$_____
- Compactor Service: \$_____
- Recycling Service: \$_____

7. CERTIFICATIONS

I certify that:

- Proposal is made without collusion
- Firm complies with all Texas laws listed in this RFP
- Pricing is valid for 90 days

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

FACILITY LISTING

Central Administration	830-997-9551	110 W. Travis St.	Fredericksburg, TX 78624
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FREDERICKSBURG ISD CAMPUSES			
Fredericksburg Elementary School	830-997-9595	1608 N. Adams St.	Fredericksburg, TX 78624
Fredericksburg Primary School	830-997-7421	1110 S. Adams St.	Fredericksburg, TX 78624
Fredericksburg Middle School	830-997-7657	110 W. Travis St.	Fredericksburg, TX 78624
Fredericksburg High School	830-997-7551	1107 Hwy 16 South	Fredericksburg, TX 78624
Stonewall Elementary School	830-990-4599	220 Peach St.	Stonewall, TX 78671
Gillespie County High School	830-990-4598	1110 S. Adams St.	Fredericksburg, TX 78624

DEPARTMENTS			
School Nutrition	830-997-9551	110 W. Travis St.	Fredericksburg, TX 78624
Maintenance & Custodial	830-997-0160	239 Billie Drive	Fredericksburg, TX 78624
Athletic Department	830-997-6893	1121 S. Milam	Fredericksburg, TX 78624
Technology Department	830-990-0289	211 W. College St.	Fredericksburg, TX 78624
Transportation	830-997-7417	240 Billie Drive	Fredericksburg, TX 78624

8. ADDITIONAL TERMS AND CONDITIONS

- 8.1 Any instance in which the General Terms and Conditions and the Specifications for this proposal do not agree; then the terms in the Specifications shall take precedence.
- 8.2 No employee or officer of the School District shall have a direct financial interest in any contract with the School District nor shall any employee or officer have a financial interest in the sale to the School District of land, equipment, supplies, materials, or service. Any violation of this policy will render the contract void, unless such contract is approved by the FISD Board of Trustees after full disclosure. Therefore, the proposer shall note any and all relationships that might be conflict of interest and include Form CIQ with the proposal.
- 8.3 Mail invoices to: Fredericksburg ISD, Accounts Payable, 110 W. Travis St., Fredericksburg, TX 78624 All payments shall be governed by Texas Government Code Chapter 2251. The vendor who is awarded this contract will not begin the project until the School District has issued an award letter.
- 8.4 The School District shall have the right to cancel this contract for any reason, at any time, with 30 days written notice to the vendor/contractor.
- 8.5 This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.
- 8.6 No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or satisfaction in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting party has knowledge of the performance and opportunity for objection.
- 8.7 Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code will control.
- 8.8 THE VENDOR/CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE DISTRICT, ITS EMPLOYEES, OFFICERS AND THE PUBLIC FROM ANY CLAIMS, DEMANDS, OR EXPENSE ON ACCOUNT OF INJURY OR PROPERTY DAMAGE ARISING OUT OF ANYTHING DONE OR OMITTED TO BE DONE UNDER THIS CONTRACT BY THE CONTRACTOR, SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM.
- 8.9 Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. No proposal can be altered or amended after opening time.

- 8.10 A proposal may be withdrawn only upon request by the proposer or a duly authorized representative, provided such request is received by the School District at the place designated for receipt of proposal and prior to the time fixed for the opening of proposals.
- 8.11 It shall be the contractor's responsibility to make sure that all products and materials used or delivered comply with all applicable federal, state, and local laws, codes, and regulations. Contractor warrants that all products sold to the School District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.
- 8.12 All contracts and agreements between contractor and the School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Both parties agree that the venue for any litigation or disputes arising from this contract shall lie in Gillespie County, Texas. All contracts and agreements will adhere to Texas Education Code regarding school district contracts and shall be governed by the laws of the State of Texas and the Uniform Commercial Code.
- 8.13 During the term of this contract, the contractor shall carry and pay the premium for insurance of the types and limits stated herein.

9. REQUIRED WORKERS' COMPENSATION COVERAGES

28 TAC 110.110(C) (7), ADOPTED TO IMPLEMENT TEXAS LABOR CODE 406.096

From: Fredericksburg ISD Board Policy CV(Legal) DATE ISSUED: 11/8/2019 - UPDATE 114

A district that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project. Each subcontractor shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the district. Labor Code 406.096

"Project" includes the provision of all services related to a building or construction contract for a district.

A district that enters into a building or construction contract on a project shall:

- 9.1 Include in the bid specifications all the duties and responsibilities of contractors pertaining to required workers' compensation coverage, using the language required by 28 Administrative Code 110.110(c)(7).

- 9.2 As part of the contract, using the language required by 28 Administrative Code 110.110(c)(7), requires the contractor to perform the duties and responsibilities pertaining to required workers' compensation coverage as set out in 28 Administrative Code 110.110(d).
- 9.3 Obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project. This provision includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes, but is not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.4 Obtain from the contractor a new certificate of coverage showing extension of coverage: a. Before the end of the current coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and b. No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.
- 9.5 Retain certificates of coverage on file for the duration of the project and for three years thereafter. 6. Provide a copy of the certificate of coverage to the Texas Department of Insurance, Division of Workers' Compensation upon request and to any person entitled to a copy by law.
- 9.6 Use the language contained in 28 Administrative Code 110.110(c)(7) for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

28 TAC 110.110(a)(7), (8), (c)

This coverage requirement does not apply to sole proprietors or partners of a covered business entity or certain corporate officers, if the sole proprietor, partner or officer is explicitly excluded from the coverage of their business entity through an endorsement to the insurance policy or certificate of authority to self-insure. Labor Code 406.097; 28 TAC 110.110(i)

Definitions:

Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the District.

Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

The Contractor must provide a certificate of coverage to the District prior to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the District showing that coverage has been extended.

The Contractor shall obtain from each person providing Services on a Project, and provide to the District:

- .1 a certificate of coverage, prior to that person beginning work on the Project, so the District will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

- .2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

The Contractor shall notify the District in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

- .1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.01 1(44) for all of its employees providing services on the Project, for the duration of the Project;
- .2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
- .3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .4 obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

- .6 notify the District in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that
- .7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .1 - .7 with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the District that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the District to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the District. [28 TAC §110.110(c)(7)]

10. CERTIFICATION

I / We propose to provide the services and supplies described within the Request for Proposal (RFP) and, if awarded the proposal, do agree to abide by all terms and conditions of the RFP.

I / We represent that we possess the expertise, qualified personnel, facilities, equipment, licenses, and permits necessary to properly and lawfully provide the services and supplies described herein.

I / We affirm that the proposer, the company, or any representative thereof, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any District employee or Board members (nor any member of a District employee's or Board member's family) in connection with a purchase or with this proposal.

I / We affirm that I am/we are duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained on this proposal, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

Pursuant to and in compliance with the project specifications and bidding requirements relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the project specifications.

By my signature below, I certify that this offer meets or exceeds the specifications of this Bid.

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

VENDOR DATA

FOR PURCHASE ORDER: ORDERING ADDRESS INFORMATION	
Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Title:	
Phone:	
Email Address:	
May we submit orders via email:	
Email address, if different:	

FOR PAYMENTS: REMITTANCE ADDRESS INFORMATION	
Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Title:	
Phone:	
Email Address:	

Vendors who do not accept purchase orders MAY not be awarded under this proposal.
Invoices must be issued to the following email address: accountspayable@Fredericksburgisd.net

COMPANY PROFILE	
Years Incorporated/Organized/Started:	
Corporation:	
Partnership:	
Sole Proprietorship:	
Other:	
HUB/MBE/WBE #	
Total Number of Employees:	

CERTIFICATION REGARDING BOYCOTT OF ISRAEL

Pursuant to Texas Government Code Chapter 2271

If Vendor is a company with 10 or more full-time employees and the contract value is \$100,000 or more, Vendor certifies that it:

Does not boycott Israel, and will not boycott Israel during the term of the contract.

For purposes of this certification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking actions intended to penalize, inflict economic harm on, or limit commercial relations with Israel or entities doing business in Israel.

CERTIFICATION REGARDING BOYCOTT OF ENERGY COMPANIES

Pursuant to Texas Government Code Chapter 2274

If Vendor is a company with 10 or more full-time employees and the contract value is \$100,000 or more, Vendor certifies that it:

Does not boycott energy companies, and will not boycott energy companies during the term of the contract.

CERTIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES

Pursuant to Texas Government Code Chapter 2274

If Vendor is a company with 10 or more full-time employees and the contract value is \$100,000 or more, Vendor certifies that it:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

CERTIFICATION REGARDING FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Texas Government Code §§2252.151–2252.154

Vendor 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 terrorist organization designated by the U.S. Secretary of State.

By signing below, the Vendor certifies compliance with the above requirements to the extent applicable under Texas law.

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

FELONY CONVICTION NOTIFICATION

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

Subsection (b) states "a School District may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract.

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

Check 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) and description of the conduct resulting in the conviction of a felony:

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

CRIMINAL HISTORY RECORD INFORMATION CERTIFICATION FOR CONTRACTOR EMPLOYEES

Education Code Chapter 22 requires certain entities that contract with school districts to obtain criminal history information regarding covered employees. Contractors must certify to the school district that they have complied with these requirements. Covered employees with disqualifying criminal histories are prohibited from working at a school district. A covered employee is defined as an employee of a contractor or subcontractor who have, or will have, continuing duties related to the service to be performed at the school district and have, or will have, direct contact with students. The School District will be the final arbiter of what constitutes direct contact with students

Contractor may not allow an employee to work at an instructional facility if the employee, during the preceding 30 years, was convicted of one or more of the following offenses, if at the time of the offense, the victim was under 18 years old or enrolled at a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I certify that

Check One

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

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

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

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

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (13 CFR Part 145). Entities ineligible for federal procurement are listed on the "List of Parties Excluded from Federal Procurement and Non-Federal Procurement Programs," published by the System for Award Management (SAM) (www.sam.gov).

By submitting this offer and signing this certificate, the proposer certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period, preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period, preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a proposer to provide the certification required will not necessarily result in denial of participation in this covered transaction. The proposer shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District's determination whether to enter into this transaction. However, failure of the proposer to furnish a certification or an explanation shall be reason for disqualification from participation in this transaction. The proposer shall provide immediate written notice to the School District if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

NON-COLLUSION CERTIFICATE

The undersigned vendor hereby certifies that:

1. The proposal submitted in response to the above-referenced solicitation has been independently arrived at without collusion with any other bidder or competitor.
2. The proposal has been prepared and submitted without any consultation, communication, or agreement with any other proposer for the purpose of restricting competition.
3. The vendor has not directly or indirectly induced or solicited any other vendor to submit or not submit a proposal for the purpose of restricting competition.
4. The vendor has not knowingly disclosed the contents of the proposal, pricing, or any terms to any other competitor prior to the official proposal opening.
5. No attempt has been made by the vendor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

The undersigned certifies that the statements contained in this certificate are true and correct and that the individual signing this document has the authority to bind the company to the statements made herein.

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Proposal Invitation.

Vendor certifies that this firm is a MWBE (required by some participating)

☐ YES

☐ NO

Vendor certifies that this firm is a HUB (required by some participating)

☐ YES

☐ NO

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

NON-RESIDENT VENDOR FORM

Texas law prohibits cities and governmental units from awarding certain contracts to a nonresident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidder's state. For information regarding this series of questions, see Texas Government Code Chapter 2252.

Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident.

Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state [Texas], including a contractor whose ultimate parent company or majority owner has its principal place of business in this state [Texas].

Section 2252.002 states, A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Pursuant to Section 2252.004, this form does not apply to a contract involving federal funds.

Is your principal place of business in Texas?

☐ YES

☐ NO

If not, in which state is your principal place of business? _____

If your principal place of business is not Texas, does your state favor resident bidders in your state by some dollar increment or percentage?

☐ YES

☐ NO

If yes, what is that dollar increment or percentage? _____

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

INTERLOCAL AGREEMENT CLAUSE- CENTRAL TEXAS PURCHASING ALLIANCE (CTPA)

Yes _____ No _____ If you, the Contractor, checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with Fredericksburg Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Fredericksburg Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Fredericksburg Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address:

<https://www.txctpa.org>

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME & TITLE

DATE

DISCLOSURE OF INTERESTED PARTIES

Certificate of Interested Parties (Form 1295) – must be completed if required, upon request by FISD (filled out electronically with the Texas Ethics Commission’s online filing application, print, sign, and submit to FISD). Vendors must follow the directions provided specifically listed on the Texas Ethics Commission web-site.

Do not file with Texas Ethics Commission or include in proposal submittal unless requested by FISD at a later date. This is included to provide the necessary notice. For additional information, please go to <https://www.ethics.state.tx.us/filinginfo/1295/>.

