



DISASTER REMEDIATION SERVICES

RFP 2026-02

SCHEDULE:

Advertisement Begins: May 8, 2026

Questions Due: Tuesday, May 16, 2026 at Noon

Responses to Questions Posted: Friday, May 22, 2026 at 2:00 p.m.

BID Opening: Wednesday, May 27, 2026 at 2:00 p.m.

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

The Nederland Independent School District (“NISD” or “the District”) is seeking responsive proposals to the following Request for Competitive Sealed Proposals from qualified offerors for pre-qualified disaster remediation services. (“Project”).

Competitive Sealed Proposals must be addressed to the Administration at the address listed below and marked as follows:

**REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION SERVICES**

due no later than **May 27, 2026 AT 2:00 P.M.**

NEDERLAND ISD
RFP 2026-02
Attn: Purchasing Department
220 N 17th St
Nederland Texas 77627

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 A PROPOSAL.

Offerors must provide all requested information; failure to comply with any portion of this solicitation will be reflected in the evaluation process. NISD 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 NISD in the selection process. NISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the NISD without regard to whether such information appears in the Submission.

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I. OVERVIEW**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter D, it is the intention of the Nederland Independent School District (“NISD” or “the District”) to select via the Request for Competitive Sealed Proposal process a contractor(s) for construction services related to the Demolition Project 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.”

**PROPOSALS MUST BE RECEIVED NO LATER THAN
May 27, 2026 AT 2:00 P.M.**

Proposals received after such time will not be considered and will be returned unopened. Proposals must be received by the aforementioned deadline and addressed to:

NEDERLAND ISD RFP 2026-02 Attn: Purchasing Department 220 N 17th St Nederland Texas 77627

ONE (1) Original of the proposal must be submitted in sealed and opaque envelopes. Proposal envelopes must be plainly marked on the outside as follows:

**SEALED PROPOSAL – DO NOT OPEN
NEDERLAND INDEPENDENT SCHOOL DISTRICT
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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 SUBJECT TO NISD’S DISCRETION.

For questions regarding this Request for CSP, please email Bill Jardell, at bjardell@nederlandisd.org and Christi Saleme at csaleme@nederlandisd.org. Only emailed questions will be accepted and must be received by no later than 12:00 p.m., May 16, 2026.

Questions will be responded to via email and provided to all interested parties known to the District no later than 2:00 p.m., May 22, 2026.

Respondents are encouraged to carefully examine this Solicitation and the accompanying Contract Documents Forms and Addenda, if any, understand the terms and conditions for providing the services listed herein, and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE PROPOSAL BEING DEEMED NON-

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RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION AS DETERMINED BY NISD.

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 V 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.

SUBMISSION OF PROPOSALS

Following the deadline for receipt, the NISD’s staff will receive, publicly open, and read aloud the names of the Offerors and all prices stated in the proposals. On May 27, 2026, but no later than forty-five (45) days after the opening of the Proposals, NISD shall evaluate and rank each Proposal submitted in relation to the selected criteria set forth below. The NISD may rank and then either select an offeror from the respondents to this Request for Competitive Sealed Proposals or reject all proposals, at its sole discretion. 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 NISD pursuant to Texas Government Code Chapter 2269, Subchapter D:

<u>CRITERIA</u>	<u>WEIGHT</u>
Pricing	60 percent
Proposer’s Experience, Background & Reputation	15 percent
Financial Information and Capability	15 percent
Proposed Project Personnel	10 percent

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

IMPORTANT: The Offerors, or any agent or representative of Offerors, shall not undertake any activities or actions to promote or advertise their qualifications or proposal to any member of the District’s Board of Trustees, the District’s Administration or their respective staff persons, except as specifically requested in writing by the District, at any time between the date of submission of the RFP and the date of award of the Contract Documents by the District’s Board of Trustees. This

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restriction extends to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Offerors.

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

II. SCOPE OF WORK

The scope of the work, specifications and projected schedule for construction of the Project is attached as **Exhibit “B.”**

III. COMMITMENTS OF NISD

1. NISD reserves the right to withdraw this Request for CSP at any time and for any reason.
2. Receipt of response by the NISD or submission of a response to the NISD or selection of an Offeror for the purposes of negotiating a contract; confers no rights to the Offeror, nor obligates the NISD in any manner.
3. The NISD reserves the right to award or not award a contract. The NISD also will award the Contract to the party or parties that the Board of Trustees determines to present the best value and be most qualified and most responsive to this Request for CSP.
4. NISD 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.
5. The cost of developing a response is the sole responsibility of the Offeror. NISD shall not provide reimbursement of such cost and shall not be liable for any response preparation cost for any reason whatsoever.

IV. INSTRUCTIONS TO OFFERORS

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

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- B. TIME:** Offeror agrees to hold the proposal open for acceptance for sixty (60) calendar days from the proposal due date. Proposer agrees to honor proposed pricing for ONE YEAR from date of proposal.
- C. WITHDRAWAL OF PROPOSALS:** An Offeror 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. NISD will return the proposal documents unopened at that time if it agrees to allow the withdrawal of a proposal.
- D. WAIVER:** By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the NISD, its trustees, officials, employees, representatives or agents arising out of or related to the administration, evaluation, or recommendation of any proposal; waiver of any requirements; acceptance or rejection of any proposal; or award of the proposal. NISD 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.
- E. OTHER INFORMATION:** NISD believes the information included in this Request for CSP is materially accurate, however, NISD does not warrant this information to be free from errors or omissions. Offerors are encouraged to inspect the premises prior to submitting a response.
- F. THE OFFEROR MUST ALSO SUBMIT THE FOLLOWING ITEMS:**
1. PROPOSAL FORM: **Exhibit A**, signed by Offeror.
 2. RESPONSES TO INFORMATION REQUESTED: Section V, signed by Offeror.
 3. GENERAL CONTRACTOR QUALIFICATION STATEMENT completed and signed by Offeror.
 4. PROOF OF INSURABILITY: Submit a letter from your insurance provider stating provider's commitment to insure the Offeror for the types of coverage at the levels specified in the Contract Documents accompanying this CSP. Offeror shall also submit a copy of current insurance certificate.
 5. 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

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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.

6. COMPLETED FORM 1295: The form is available online with the Texas Ethics Commission at <https://www.ethics.state.tx.us/filinginfo/1295/>.
7. COMPLETED AND SIGNED REPRESENTATION AND CERTIFICATIONS.
8. COMPLETED AND SIGNED EDGAR CERTIFICATIONS.
9. COMPLETED AND SIGNED EXHIBIT C, Attachment 1 Felony Conviction and Attachment 2 Non-Collusion.

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**V. INFORMATION TO BE PROVIDED BY OFFERORS AND DETAILED
METHODOLOGY**

Please provide the following information in the order presented below in your Proposal or Submission as labeled along with the completed Execution and other completed required Representations and Certifications, forms and documentation.

Section 1: Pricing or Price Proposal (60 %)

- 1-1. Complete the Proposal Form included at Exhibit A.

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 include a signature of an authorized officer of the Offeror who has legal authority in such matters.

Section 3: Project Experience, Background & Reputation (15%)

- 3-1. Provide a list of all projects involving similar scope for which Offeror has provided services in the last five (5) years. Include the Project Name, Location, Owner, Owner Representative, Contact Information including Name of Reference, Title, Phone Number, Email Address, Office Address, etc., Project Budget, Date of Commencement and Date of Substantial Completion.
- 3-2. Disputes:
- 3-2.1 Identify any causes of action, litigation, demands, cease and desist letters, 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 and Team (10%)

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

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- c. Project Subcontractors
 - i. List of intended subcontractors and related experience in similar projects.

Section 5: Financial Information and Capability (15%)

- 5-1. Provide the following bond information:
 - 5-1.1 Bonding capacity, both per project and in the aggregate.
 - 5-1.2 Bonding company references, including bonding representative name and title, name of bonding company, address, phone number.
- 5-2. Provide the following financial information regarding your firm:
 - 5-2.1 Bank reference(s)
 - 5-2.1.1 Individual, Title
 - 5-2.1.2 Name of Bank
 - 5-2.1.3 Address
 - 5-2.1.4 Telephone
- 5-3. Total amount of work performed as a general Offeror for each of the past five years.

Section 6: General Contractor Qualification Statement

6-1. Information provided shall be used to supplement the complete score as applied to the categories noted herein.

VI. EXECUTION

The foregoing is true and correct. NISD, or any authorized representative of the NISD, 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 NISD might determine as being desirable. The undersigned is legally authorized to sign this Proposal.

Offeror: _____

By: _____

(Signature)

(Printed Name)

(Title)

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REPRESENTATIONS AND CERTIFICATIONS

By submitting this Proposal, the Offeror:

1. Represents that to the best of its knowledge it is not indebted to NISD. Indebtedness to NISD 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 its understanding that, should Offeror 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 NISD 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 NISD; and (3) on completion of the contract, either: (a) provide at no cost to NISD 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 NISD.
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 NISD, represents and warrants to NISD 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 NISD.
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 NISD 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.

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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 NISD 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 NISD, 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 as set forth in the Contract Documents referenced in Section III(B) above.

Offeror: _____

By: _____
(Signature)

(Printed Name)

(Title)

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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: _____

Fax: _____

Printed Name & Title

Signature

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Federal Certifications

The following certifications and provisions are required and shall apply when Nederland Independent School District expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. **Accordingly, the parties agree that the following terms and conditions are incorporated into and apply to the Contract between the District and the Offeror in all situations where Offeror has been paid or will be paid with federal funds, and you must complete and return this form and return it to the District along with your proposal:**

**CERTIFICATIONS FOR NON-FEDERAL ENTITY CONTRACTS
REQUIRED BY APPENDIX II TO 2 CFR PART 200 (EDGAR)**

(A) Contracts for more than the simplified acquisition threshold (currently \$250,000) but subject to which is the inflation adjustment as 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 DISTRICT expends federal funds, DISTRICT 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 Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(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 District expends federal funds, District 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 Offeror in the event Offeror 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. District also reserves the right to terminate the contract immediately, with written notice to Offeror, for convenience, if District believes, in its sole discretion that it is in the best interest of District to do so. Offeror will be compensated for work performed and accepted and goods accepted by DISTRICT as of the termination date if the contract is terminated for convenience of District. Any award under this procurement process is not exclusive and District reserves the right to purchase goods and services from other Offerors when it is in DISTRICT best interest.

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

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(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 District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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 District expends federal funds, Offeror certifies that Offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by District resulting from this procurement process.

(E) 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.

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

(F) 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 District, Offeror certifies that during the term of an award for all contracts by District resulting from this procurement process, Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(G) 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 District, Offeror certifies that during the term of an award for all contracts by District resulting from this procurement process, Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

(H) 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.

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Pursuant to Federal Rule (I) above, when federal funds are expended by District, Offeror certifies that during the term and after the awarded term of an award for all contracts by District resulting from this procurement process, the Offeror 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 for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

(I) §200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(a) For purposes of this section:

(1) "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.

(2) "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.

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

Pursuant to the Federal Rule above, District has a preference for goods, products, or materials produced in the United when spending federal funds. Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

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

PROCUREMENT OF RECOVERED MATERIALS

Procurement of Recovered Materials – When federal funds are expended, DISTRICT 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 the Federal Rule above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Offeror 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 Offeror agree? YES _____ Initials of Authorized Representative of Offeror

RECORD RETENTION ACCESS REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by District for any contract resulting from this procurement process, Offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333, as well as the Texas Education Agency. Offeror further certifies that it will retain all records as required by 2 CFR § 200.333, and Texas Education Agency for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

A. The Offeror agrees to provide the Owner/District, the FEMA Administrator, the Comptroller General of the United States, the Texas Department of Public Safety (DPS)/Texas Division of Emergency Management (TDEM), or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract; including, but not limited to, financial records, supporting documents, statistical records, and all other records pertinent to a Federal funding) for the purposes of making audits, examinations, excerpts, and transcriptions (“Required Records”).

B. The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

C. The Offeror agrees to provide the Owner/District, the FEMA Administrator, the Comptroller General of the United States, the Texas Department of Public Safety (DPS)/Texas Division of Emergency Management (TDEM), or any of their authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract at all reasonable times to review project accomplishments and management control systems and to provide such technical assistance as may be required and to provide all reasonable facilities and assistance for the safety and convenience of these government representatives in the performance of their duties.

D. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Offeror acknowledge and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When DISTRICT expends federal funds for any contract resulting from this procurement process, Offeror certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Offeror 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. Offeror 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 Offeror agree? YES _____ Initials of Authorized Representative of Offeror

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

DISTRICT has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Offeror certifies that it is in compliance with all applicable provisions of the Buy America Act.

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

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the District or any of its duly authorized representatives shall have access to any books, documents, papers and records of Offeror that are directly pertinent to Offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror's personnel for the purpose of interview and discussion relating to such documents.

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

CERTIFICATION FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS– 2 C.F.R. § 200.321

(a) The Offeror agrees that the District and Offeror must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (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;

(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; and

Offeror agrees that if subcontracts are to be let, that it will take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

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

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

USE OF DHS SEAL, LOGO, AND FLAGS

The Offeror shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Offeror shall include this provision in any subcontracts.”

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

ACKNOWLEDGEMENT OF USE OF FEDERAL FUNDS

Offeror acknowledges that FEMA financial assistance will be used to fund all or a portion of any contract awarded pursuant to the Request. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

**ACKNOWLEDGEMENT OF COMPLIANCE WITH 31 U.S.C CHAPTER 38-
ADMINISTRATIVE REMEDIES FOR FALSE CLAIMS AND STATEMENTS**

The Offeror acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Offeror’s actions pertaining to any contract awarded pursuant to this Request.

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

**LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA
RIGHTS – 2 C.F.R. 200.315**

The Offeror grants to the Nederland Independent School District, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of the contract awarded pursuant to this Request, to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Offeror will identify such data and grant to the Nederland Independent School District or acquire on its behalf a license of the same scope as for data first produced in the performance of the contract awarded pursuant to this Request. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of the contract awarded pursuant to this Request, the Offeror will deliver to the Nederland Independent School District data first produced in the performance of the contract awarded pursuant to this Request, and data required by the contract but not first produced in the performance of any contract noted herein in formats acceptable by the Nederland Independent School District.

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

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

NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to the contract awarded pursuant to this Request and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract entered into pursuant to this Request.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

OFFEROR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT OFFEROR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Offeror's
Name: _____

Address, City, State, and Zip Code:

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized
Representative: _____

Date: _____

**THIS AKNOWLEDGMENT SHALL BE INCORPORATED INTO THE CONTRACT
FOR ALL PURPOSES**

**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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional) Nederland Independent School District 220 17th Street Nederland Texas 77627
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. See also *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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

**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 Proposal.

1.1 TO: NEDERLAND ISD
RFP 2026-02
ATTN: Purchasing Department
220 N 17th Street
Nederland, TX 77627

1.2 SUBMITTED BY:

Address:

Phone No.: _____ Fax: _____ Date: _____

Signature: _____

1.3 PROPOSAL FOR NEDERLAND ISD PREPOSITIONED REMEDIATION:

1. Emergency Services & Setup (Lump Sum / Unit)

Item	Unit	Unit Price
Mobilization / Emergency Response	Fixed Sum	\$ _____
Site Protection (poly, barriers)	SF	\$ _____
Safety Controls (PPE, hazard mitigation)	Fixed Sum	\$ _____

2. Water Extraction

Item	Unit Price
Standing Water Extraction	\$ _____ / SF
Deep Extraction (carpet/pad)	\$ _____ / SF
Equipment Setup (pumps, vacs)	\$ _____ / Per Day For Equipment

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

3. Selective Demolition

Item	Unit Price
Drywall Removal (flood cut)	\$ _____ / SF
Insulation Removal	\$ _____ / SF
Baseboard / Trim Removal	\$ _____ / LF
Flooring Removal (carpet/LVP/wood)	\$ _____ / SF
Cabinet Removal	\$ _____ / LF

4. Drying & Dehumidification

Item	Unit	Unit Price
Air Movers	EA / Day	\$ _____
Dehumidifiers	EA / Day	\$ _____
Air Scrubbers (HEPA)	EA / Day	\$ _____
Monitoring (moisture readings) Day		\$ _____

5. Cleaning, Sanitizing & Antimicrobial

Item	Unit Price
Surface Cleaning	\$ _____ / SF
Antimicrobial Application	\$ _____ / SF
HEPA Vacuuming	\$ _____ / SF

6. Mold Remediation (If Applicable)

Item	Unit Price
Containment Setup	\$ _____ / SF
Mold Removal	\$ _____ / SF
HEPA Air Scrubbing Day _____	\$ _____

7. Odor Control

Item	Unit Q	Unit Price
Odor Treatment (fogging/ozone)		\$ _____ / SF
Equipment (ozone/hydroxyl)	Day _____	\$ _____

8. Contents Handling

Item	Unit Price
Content Pack-Out / moving	\$ _____ / SF

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
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DISASTER REMEDIATION**

9. Debris Removal & Disposal

Item	Unit Price	Total
Debris Haul-Off & Disposal	\$ _____ / CY	\$ _____
Dump Fees / Landfill Charges CY _____	\$ _____ / CY	\$ _____

10. Final Cleaning

Item	Unit Price	Total
Final Cleaning / Wipe Down	\$ _____ / SF	\$ _____

Additional items may be included below, note item and per unit cost of each anticipated item. An additional sheet may be attached to include those items.

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

**EXHIBIT B
SCOPE OF WORK**

The purpose of this Request for Proposals is to preposition disaster relief services in the event of a hurricane or other flooding or storm event. Pricing must be set and honored for a minimum of One Year from date of Proposal submittal. The following is a list of District facilities that would potentially be subject to remediation.

NEDERLAND ISD FACILITY INFORMATION - RFP 2026-02			
Campus	Building	Square footage	Address
Nederland High School	New building-Main & CTE	279,190	2101 N. 18th Street Nederland, Texas 77627
	Old building	85,226	
	Performing Arts Center	41,310	
	Competition Gym	18,840	
	Baseball/Softball hitting facility	3,000	
	TOTAL	427,566	
Central MS	Main building	125,412	200 17th Street Nederland, Texas 77627
	5th grade Wing	14,200	
	Band Hall	5,152	
	Shop/Weight room	8,160	
	TOTAL	152,924	
C.O. Wilson MS	Main building	115,285	2620 Helena Avenue Nederland, Texas 77627
	TOTAL	115,285	
Helena Park Elementary	Main building	45,752	2800 Helena Avenue Nederland, Texas 77627
	New 5th grade Wing	23,283	
	Kindergarten Wing	11,760	
	Gym	7,000	
	TOTAL	87,795	
Highland Park Elementary	Main building	53,072	2800 Helena Avenue Nederland, Texas 77627
	New 5th grade Wing	26,164	
	Gym	7,000	
	TOTAL	86,236	
Hillcrest Elementary	Main building	58,873	2611 Avenue H Nederland, Texas 77627
	New 5th grade Wing	20,920	
	Portables (2)	3,072	

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

	Gym	6,710	
	TOTAL	89,575	
Langham Elementary	Main building & new addition	129,781	800 12th Street Nederland, Texas 77627
	Gym	6,510	
	TOTAL	136,291	
Alternative Campus	Main building	3,516	300 S. 12th Street Nederland, Texas 77627
	Storage	4,970	
	TOTAL	8,486	
Administration	Main building	9,082	220 17th Street Nederland, Texas 77627
	TOTAL	9,082	
	GRAND TOTAL	1,113,240	

The following is the scope of services to be provided in a disaster relief event:

Contractor shall furnish all labor, supervision, equipment, tools, and materials necessary to perform water mitigation, remediation, and related services at the Property in accordance with generally accepted industry standards, including but not limited to the **IICRC S500 (Water Damage Restoration Standard)** and **IICRC S520 (Mold Remediation Standard)**, where applicable.

All work shall be performed in a good and workmanlike manner and in compliance with applicable federal, state (Texas), and local laws, ordinances, and regulations.

1. Emergency Response & Safety

- Verify site safety (structural stability, electrical hazards, gas leaks)
- Shut off utilities (electricity, gas, water) if needed
- Set up containment zones and restricted access
- Document initial conditions (photos/videos for insurance)

2. Water Extraction & Removal

- Pump out standing water (trucks, submersible pumps)
- Extract water from carpets, padding, and flooring
- Remove saturated contents (furniture, rugs, boxes)
- Identify and categorize water (clean, gray, or black/contaminated)

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

3. Demolition & Removal of Unsalvageable Materials

- Remove:
 - Drywall (typically 12–24 inches above water line or more)
 - Insulation (fiberglass, cellulose)
 - Baseboards, trim, cabinetry (if damaged)
 - Warped flooring (laminated, hardwood, carpet)
 - Dispose of contaminated materials per regulations
-

4. Drying & Dehumidification

- Set up commercial air movers and dehumidifiers
 - Use moisture meters to track drying progress
 - Dry structural components (studs, subfloor, framing)
 - Monitor daily until moisture levels reach acceptable standards
-

5. Cleaning & Sanitizing

- Clean all affected surfaces with antimicrobial solutions
 - Disinfect against bacteria, viruses, and pathogens (especially for black water)
 - Remove mud, silt, and debris
 - HEPA vacuuming of surfaces
-

6. Mold Prevention & Remediation

- Apply antimicrobial/mold inhibitors
 - Inspect for mold growth (typically begins within 24–72 hours)
 - Perform containment if mold is present
 - Remove and remediate mold-contaminated materials
 - Use HEPA air scrubbers to clean air
-

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

7. Odor Removal

- Use:
 - Air scrubbers
 - Ozone or hydroxyl generators (if appropriate)
 - Thermal fogging
 - Address odor sources (not just mask smells)
-

8. Contents Cleaning & Restoration

- Inventory all contents (for insurance)
 - Clean and restore salvageable items:
 - Furniture
 - Electronics (specialized drying)
 - Documents/photos (freeze-drying if needed)
 - Pack-out and off-site restoration if necessary
-

9. Structural Repairs & Reconstruction

(Sometimes handled by a separate contractor, sometimes same company)

- Replace drywall, insulation, flooring
 - Reinstall cabinetry, trim, and finishes
 - Paint and refinish surfaces
 - Repair structural damage if present
-

10. Final Inspection & Clearance

- Verify moisture levels are within acceptable range
 - Ensure no mold or contamination remains
 - Perform final walkthrough with owner
 - Provide documentation for insurance and compliance
-

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

11. Insurance & Documentation Support

- Detailed scope of work
- Photos before/during/after
- Moisture logs and drying reports
- Assistance with insurance claims and adjusters

12. Optional / Advanced Services

- Asbestos or lead testing (if older structure)
 - HVAC system cleaning and sanitizing
 - Crawlspace or foundation drying
 - Biohazard cleanup (if sewage involved)
-

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

**EXHIBIT C
ATTACHMENT 1**

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 a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

This notice is not required of a publicly-held Corporation.

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

Vendor's Name: _____

Authorized Company Official's Name (Printed): _____

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

Signature of Company Official _____

- ☐ b. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official _____

- ☐ c. 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) _____

Signature of Company Official _____

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
DISASTER REMEDIATION**

**EXHIBIT C
ATTACHMENT 2**

ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this submission in collusion with any other proposer, and that the contents of this submission as to prices, terms or conditions of said submission 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 submission.

Vendor: _____

Address: _____

Phone: _____ FAX: _____

Respondent (Signature): _____

Respondent (Print Name): _____

Position with Company: _____

Signature of Company Official
Authorizing Submission: _____

Company Official (Print Name): _____

Official Position: _____
