



1310 North Elm Street | Sweeny, TX 77480

REQUEST FOR PROPOSAL (RFP)

Notice to Bidders

Emergency Restoration Services

RFP # 2020.02

LEGAL NOTICE

Interested parties may consult the Sweeny Independent School District website at www.sweenyisd.org for RFP documents.

Offers may not be withdrawn for a period of 90 days after closing date without the consent of the Board of Trustees.

Any responses submitted unsealed, unsigned, by facsimile or email, or received subsequent to the Monday, 20 July, 2020, at 2:00 pm, may be disqualified and returned to the submitter.

The District reserves the right to reject all proposals or parts thereof, to waive any irregularities or informalities in the RFP procedures, and to award the contract in a manner best serving the interest of the District.

Michael Heinroth
Director of Administrative and Innovative Services
Sweeny ISD

GENERAL PROCESSING AND SELECTION PROCEDURES

The following procedures are generally used in the selection of vendors to provide professional services:

1. A selection committee is formed to evaluate the RFP responses.
2. The committee prepares the project description, criteria for selection, and requirements for the specific project.
3. The committee receives written RFP responses. The RFP responses should include a resume of the firm, references from past and present clients, similar experiences, the names and backgrounds of project personnel, a narrative or work plan describing their approach to the specific project, a project task schedule (as applicable), and any other submittals requested in the document.
4. The committee reviews and evaluates RFPs based on the established selection criteria, and a comparison of all RFP responses submitted. If necessary, the committee may request a meeting with one or more respondents to clarify and/or expand on the responses. In accordance with the requirements of the RFPs, the District may negotiate terms, conditions, and fees, with the successful respondent(s).
5. The committee selects the RFP response(s) which, based on the ability to meet the criteria, appears to be the most advantageous selection for the District, and subsequently recommends the contract award to the Sweeny ISD Board of Trustees for approval.

GENERAL INFORMATION

1. Request for Emergency Restoration Services

The District is seeking proposals for an as needed Emergency Restoration Services contractor. The contractor will be required to respond to those events (losses) where services are needed for the immediate and initial response to emergency situations such as, but not limited to, water/fire damage, mold remediation, biohazard clean up, sewage decontamination and deodorization, vandalism clean up, debris removal, etc. The contractor will not be responsible for any structural repair or construction.

2. Proposal Due Date

Contactors are to provide three printed proposals; one marked original, and two copies. Proposals are due no later than Monday, 20 July, 2020, at 2:00 pm.

All required forms and documents must be submitted in a sealed envelope and addressed to:

Michael Heinroth
Director of Administrative and Innovative Services
Sweeny Independent School District
1310 North Elm Street
Sweeny, Texas 77480

Questions must be submitted in writing to Michael Heinroth at mheinroth@sweenyisd.org.

3. General Conditions

3.1 The vendor shall not use the District's name or any contract information for advertising purposes with the written consent of the District.

3.2 By submitting a proposal, the respondent acknowledges that he has read this RFP, understands it, and agrees to be bound by its requirements. The District is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

3.3 Proposals not submitted in the format as instructed by this RFP may not be accepted. Addendums to this proposal, once filed, may be submitted in a sealed envelope only, and properly identified, prior to the opening.

3.4 The District reserves the right to reject any or all proposal parts thereof, to waive any irregularities or informalities in procedures, and to award in a manner best serving the interests of the District.

3.5 Any purchase order resulting from the RFP responses will incorporate the terms and provisions of said documents.

3.6 The District reserves the right to reject any or all proposals submitted and to request additional information from any vendor. The District reserves the right to negotiate any points of the contract, including costs. Any contract awarded will be made to the firm, based on evaluation of all responses, applying all criteria and oral interviews, if necessary, that is determined to be the best qualified.

3.7 Upon review of submitted proposals, the top ranked vendor(s) may be called upon to meet with key District personnel for a more detailed interview or discussion.

3.8 Respondents are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions in the order requested.

3.9 Restrictions on Communications with District Staff: For violation of this provision, the District shall reserve the right to reject the proposal of the offending respondent. All questions regarding this RFP must be directed to Michael Heinroth.

3.10 Amendments to Proposal: Amendments to or withdrawal of proposals will be allowed only if the amendment or withdrawal is received before the proposal due date. No amendments or withdrawals will be permitted after the due date, except as authorized by the District.

3.11 The District will not be liable for any costs incurred by the respondent in responding to this RFP, including demonstrations, regardless of whether the District awards a contract through this process, or cancels this RFP for any reason, or contracts for the work through some other process, or issues another RFP.

3.12 All proposals and other materials submitted will become the property of the District and may be returned at the District's option. Proprietary information, if included, should be identified in the proposal or supporting materials as such. The District will have the right to use any materials or ideas submitted in the proposal without compensation to the respondent. Additionally, all proposals will be open to the public after the purchase order has been awarded. It is intended to keep proprietary information confidential.

3.13 Concealed Carry: The contractor/supplier acknowledges that firearms are prohibited on the District's property, except as allowed by applicable federal and state law. The contractor shall inform its employees and subcontractors of this prohibition and shall strictly enforce it when on the District's property. The supplier/contractor further agrees to consult and comply with the District's Board Policies regarding the possession of firearms on District property.

3.14 Background Checks: The contractor agrees to conduct criminal background checks on each of its employees, as well as the employees of its subcontractors, prior to sending them to the District. The District may request new background checks of any employee at any time. Such criminal background checks will be performed at the contractor's or subcontractor's expense and at no additional cost to the District. If and at the sole discretion of the District any objectionable information regarding any employee is discovered in the background check, such person shall not be allowed to continue working at the District. The minimum background check process shall include, but not limited to, the following:

Social Security Number Trace
Federal, State, and County Criminal Background Checks
National Sex Offender Registry

4. Estimated Timeline

First Published Notice:	Saturday, 27 June, 2020
Second Published Notice:	Saturday, 04 July, 2020
Proposal Submission Deadline	Monday, 20 July, 2020, at 2:00 pm
Board of Trustees Approval	Tuesday, 21 July, 2020, at 7:00 pm

No contact between the selection committee and respondents shall be made during this time, other than with Michael Heinroth. The District reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary under the circumstances.

The District and contractor may amend this contract during the period of performance by mutual agreement.

Contractor Requirements

Below are the requirements that the District is looking for in a contractor. Your responses in the RFP should be well-organized, clear, and concise.

4.1 Proposals: The District is looking for an emergency restoration services contractor that will be able to perform all work required to restore District-owned property damaged by water intrusion, fire or smoke, biological/trauma, and/or mold, etc. The contractor will not be responsible for reconstruction except to the extent necessary for emergency repairs. Please provide background information on the company to include years in business and type of work completed.

4.2 Response Time: The contractor must be able to respond to the District within one hour of the initial notification. The contractor shall be on-site within three hours of the initial notification to determine the scope of work involved. The contractor shall provide an initial scope of work and projected price to the District within twenty-four hours from the time the contractor arrives on site. Please indicate your ability and staffing levels to meet this requirement.

4.3 Equipment: The contractor must own a minimum of \$100,000 of the restoration equipment used in the performance of this contract. Examples of equipment that may be required are drying equipment, air scrubbers, moisture meters, etc. Please include an inventory list of your owned equipment with proposal. The listing shall include the type of equipment name and manufacturer, current value, and office location of equipment.

4.4 Pricing Detail: The contractor will be required to provide a line by line invoice detailing all work that was completed. Please provide detail on how your company will make sure the project cost you are using will be in line with the area market costs. If actual on-site services are determined by the contractor to require a change in scope of work, budget, or time affecting the original price quote, the contractor shall contact the District immediately upon such determination to receive approval for proceeding with the change of work.

4.5 Point of Contact: The contractor will be required to provide on point of contact for the District in the event of a loss. Please provide information on the name and

qualifications of the employee that will be assigned to the District as the point of contact.

4.6 Staffing: The contractor shall maintain the personnel necessary to manage staff and perform the work within this proposal.

5. Evaluation Criteria

The following criteria will be used in selecting the most responsive proposal:

5.1 Responsiveness to the RFP

5.2 Scope of Services

5.3 Qualifications and experience of staff to be assigned

5.4 Fee amount and term

5.5 Quality of references

6. Contract

6.1 A proposed contract should accompany your proposal. The District reserves the right to reject all proposed contracts and submit a contract to the successful contractor for consideration.

6.2 No final selection will be approved until all contract provisions have been agreed to.

6.3 The RFP and proposal, as well as any clarifying documents, will become part of the contract.

6.4 The initial contract will be for a twelve month period, with the option to extend the agreement at the proposed fees for up to two consecutive annual terms.

6.5 Termination of the contract may be made by any party at any time with or without cause, upon no less than thirty days written notice.

6.6 The District may upon ten days written notice to the contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the contractor to fulfill in a timely and proper manner the obligations under the contract.

6.7 Should the contractor fail to comply with the provisions of the contract, payment for portions of the contract will be withheld until such time as the contract terms have been implemented.

6.8 The contractor shall not enter into any subcontracts for any of the work contemplated under the contract without prior written authorization from the District.

6.9 In performing the contract, both parties agree to comply with all applicable federal, state, and local laws, rules, and regulations.

6.10 The contractor shall function as an independent contractor for the purposes of the contract and shall not be considered an employee of the District for any purpose.

6.11 Nothing in the contract shall be interpreted as authorizing the contractor or its agents and/or employees to act as an agent or representative for or on behalf of the District or to incur any obligation of any kind on behalf of the District.

7. Certificate of Insurance

Contractors must supply a copy of a certificate of insurance evidencing general liability, worker compensation, including a waiver of subrogation. If contract is awarded, a certificate of insurance with the District and its agents will be required to be listed as additionally insured. Required limits are:

General Liability	General Aggregate	\$2 million
	Products	\$2 million
	Personal Injury per occurrence	\$1 million
	Fire Damage per occurrence	\$50,000
	Medical Expenses per person	\$5,000
Excess Liability	Per Occurrence	\$2 million
	Aggregate	\$2 million
Automotive Liability	Bodily Injury per occurrence	\$1 million
	Property Damage per occurrence	\$500,000 per occurrence for all owned, non-owned, or hired vehicles
Worker's Compensation	Statutory Limits	
	Each Accident	\$500,000
	Disease - Policy Limit	\$500,000
	Disease - Each Employee	\$500,000
Bonding	Payment Bond Requirement	Contracts over \$25,000
	Performance Bond Requirement	Contracts over \$100,000

8. Proposal Requirements

The proposal shall be tabbed and laid out with each letter below representing a tabbed section and in this sequence:

- A. Response to Contractor Requirements:
 - 1. Qualifications
 - 2. Response Time
 - 3. Equipment - including inventory and locations
 - 4. Pricing Detail
 - 5. Point of Contact
 - 6. Staffing
- B. Certificate of Insurance
- C. Fee Proposal
- D. Proposed Contract
- E. References, including contact names, contact telephone numbers, and size and types of work performed for each
Certificate of Insurance

Please complete and include the following labor, equipment, and tool rates:

Personnel	\$ Hourly Rate
Project Director	
Project Manager	
Project Coordinator	
Assistant Project Manager	
Health & Safety Manager	
Restoration Supervisor	
Project Auditor	
Clerical Support	
Emergency Responder	
Skilled Labor	
General Labor	
Equipment Technician	
Environmental Consultant	
Per Diem (Individual)	

Equipment	\$ Daily Rate
Dehumidifier	
Fan	
Scrubber	
Air Conditioner	
Generator	
Air Duct Cleaning	
Air Duct Video Inspection	
Floor Buffer	
Carpet/Upholstery	
Cart	
Chain Saw	
Dolly	
Extraction Unit	
Fogger	
Infrared Thermography Camera	
Air & Surface Monitors	
Ozone Machine	
Pallet Jack	
Pump	
Trash Can	
Vacuum	
High Pressure Washer	
Wheel Barrow	
Equipment Decontamination	

Tools	\$ Daily Rate
Broom	
Brush	
Decontamination Shower	
Extension Cord	
Fire Extinguisher	
Ladder	
Lighting	
Mop and Bucket	
Power Tools	
Shovel	
Rake	
Spray Bottle	
Sprayer	
Squeegee	
JoBox Tool Storage	
Spud Bar	
Utility Bar	
Utility Knife	
Wrecking Bar	
Zipwall Pole	

END OF PROPOSAL

TO: Michael Heinroth
Director of Administrative and Innovative Services
Sweeny ISD
1310 North Elm Street
Sweeny, Texas 77480

FROM: Organization: _____
Address: _____
City, State, ZIP Code _____
Contact Person: _____
Telephone: _____
FAX: _____

AUTHORIZED NEGOTIATORS:

Name: _____ Telephone: _____
Name: _____ Telephone: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Number: _____ Date: _____
Number: _____ Date: _____

In submitting this proposal, it is understood that the District reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In addition to this document, respondents shall furnish, with the proposal, all submittals as required herein.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed.

_____ Partnership: State full names, titles, and addresses of all responsible principals and/or partners on attached sheet.

_____ Corporation: State of Incorporation: _____

CERTIFICATE OF COMPLIANCE

This section is to be completely filled out and executed by the chief officer of the bidder authorized to submit the certification.

The undersigned hereby certifies as follow:

1. That the undersigned has the authority to make this certification on behalf of the bidder.

Name of Company: _____

2. That the undersigned has read the contents, in regards to disqualification of certain bidders, which are contained on the following pages of the bid documents.
3. That the undersigned knows of his own knowledge that the bidder is not disqualified from bidding under the aforesaid sections.

Authorized Signature: _____

Printed Name: _____

Title: _____

DISQUALIFICATION OF CERTAIN BIDDERS

Persons and Entities Subject to Disqualification

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business, or individually owned business.

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or entity:

1. Has been convicted of an act committed, within the State of Texas or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Texas or any state in the United States in that officer's or employee's official capacity;
2. Has been convicted of an act committed, within the State of Texas or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Antitrust Act and Clayton Act;
3. Has been convicted of bid rigging or attempting to rig bids under the laws of the State of Texas or any state in the United States;
4. Has been convicted of an act committed, within the State of Texas or any state in the United States, of price fixing or attempting to fix prices as defined by the Sherman Antitrust Act and Clayton Act;
5. Has been convicted of price fixing or attempting to fix prices under the laws of the State of Texas or any state in the United States;
6. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Texas or an any state in the United States;
7. Has made an admission of guilt of such conduct as set forth in subsection A through F above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
8. Has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud, as set forth in subsections A through F above.

SWEENY ISD TAX COMPLIANCE AFFIDAVIT

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

_____, being first duly sworn, deposes and says: that he is _____ (Partner, Officer, Owner, etc) of _____.

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Sweeny Independent School District because of any delinquency in the payment of any tax administered by the Federal Internal Revenue Service or State Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency is a violation of law and, in addition, voids the contract and allows the taxing entity to recover all amounts paid to the individual or entity under the contract in civil action.

Name: _____

Seal:

SWEENEY ISD ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

_____, being first duly sworn, deposes and says: that he is _____ (Partner, Officer, Owner, etc) of _____.

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of the laws of the State of Texas prohibiting bid rigging or bid rotating.

Name: _____

Seal:

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Vendor Verification

Pursuant to the provisions of Chapter 2270 of the Texas Government Code, I, _____, the undersigned authorized representative of _____ (hereafter referred to as "Company"), being an adult over the age of eighteen years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath the the Company (1) does not boycott Israel currently; and (2) will not boycott Israel during the term of any lawn services contract relating to RFP 2020.03 with Sweeny ISD.

Pursuant to Section 2270.001 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities, or business associations that exist to make a profit.

Signature

Title

Printed Name

Date

State: _____

County: _____

On the _____ day of _____, 2020, before me, a notary public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document, and being first duly sworn, declared that s/he signed the foregoing document in the capacity designated, if any, and further states that s/he has read the above application and the statements therein contained are true.

Notary Public

Seal

State: _____