



## *Flour Bluff Independent School District*

2505 Waldron Road • Corpus Christi, TX 78418 • (361) 694-9706 • Fax (361) 694-9807

### **Request for Competitive Sealed Proposal**

### **Waste Removal & Recycling**

### **Specifications**

## **General Terms & Conditions**

Flour Bluff ISD is accepting competitive sealed proposal for a Waste Removal and Recycling Contract. The proposals shall be for the purpose of service which shall include:

1. Equipment, trucks, personnel.
2. Routine refuse pickup and transport to an approved recovery facility and/or landfill.
3. All state and local licenses and permits.
4. Insurance requirements for personnel, vehicle liability and comprehensive insurance protection.
5. Bonds, fees, service charges.
6. Workers' Compensation and employee unemployment insurance.
7. All other services that shall be required to comply with Senate Bill 1340 and provide the District with waste removal and recycling services, as a contracted price, for each area indicated in the specifications for the term of the contract.

Senate Bill 1340 requires Texas School Districts to recycle, at a minimum, high- grade office paper, aluminum, and corrugated cardboard. Each campus may elect to collect and recycle their own aluminum materials. Paper recycling service and collection will be provided at no extra charge to Flour Bluff ISD.

All the work is to be done by the contractor who has been named in the contract and shall not be subcontracted without prior written permission from Flour Bluff ISD.

Although we provide a general format or criteria that will be used in our evaluation, we do not intend these to limit your vision in preparing a proposal you feel will accomplish our goals and expectations. Vendors may at their discretion, submit multiple proposals which provide various alternatives.

## **CONTRACTOR'S RESPONSIBILITY**

1. Before submitting a proposal, vendors shall carefully examine the specifications and related documents, visit the sites of work, and fully inform themselves as to all existing conditions and laminations and shall include in the proposal a sum to cover the cost of all items included in the contract. The vendor, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing, which the vendor might have or should have fully informed himself prior to proposal. The submission of a proposal is indicative that the vendor has visited the sites, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the contract document.
2. Supervise and direct the work and be solely responsible for all methods, techniques, procedures and coordinating of the work under this contract.
3. Initiate, maintain and supervise safety precautions in connection with the work. The contractor shall obtain approval from Tomas Molina, Chief Financial Officer, for the location of equipment, supplies and access during the work.
4. Take all precautions necessary for the safety of, and shall provide protection to prevent damage, injury, or loss to:
  - a. All employees on the premises and all other persons who may be affected thereby.
  - b. All the work and all materials to be incorporated therein, whether in storage on or off the site.
  - c. All property at and adjacent to the sites including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to operations of the work shall be restored by the Contractor to conditions equal to that prior to the start of the project work.
5. Comply with all applicable laws, ordinances, rules, regulations and/ or orders of all public authorities having jurisdiction for the safety of persons and/or property to protect them from damage, injury and/or loss.
6. Secure all necessary licenses and/or permits required to perform the work.
7. All work shall take place in accordance with the contract documents, complete in all parts and in accordance with approved practices and customs.

## **PRICES**

No escalation of cost, changes in contracted prices, or increased equipment rates for additional equipment that may be added during the contract period will be allowed except for State mandated increases that affect all applicable vendors equally.

## **QUANTITIES**

Quantities required are substantially correct but the District's estimate of anticipated needs are subject to change depending on budgetary adjustments. The District's Current Refuse Pickup Schedule is included to provide information as to the volume of waste generated. Flour Bluff ISD reserves the right to purchase more or less than the estimated quantities on a unit basis at the unit proposal price unless otherwise specified by the vendor.

## **CONTRACT TERM**

The period of this contract will be two (2) years beginning November 1, 2023, and ending October 31, 2025, with an optional third (3<sup>rd</sup>) year renewal. Vendor shall send notice of renewal option to Tomas Molina, Chief Financial Officer, no later than August 2, 2023.

The vendor agrees to have all containers in place by **November 1, 2023.**

**NOTE:** An earlier start date can be arranged through Tomas Molina, Chief Financial Officer.

## **LAWS AND REGULATIONS**

The vendor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over waste removal will apply to this contract and shall be deemed to be included in the contract.

## **LAWS AND WAGE RATES**

In the execution of this contract, the contractor shall comply with all applicable local, state and federal laws.

## **VENDOR ASSURANCE**

The vendor must supply vendor assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product(s)/service(s), prices, and other conditions/provisions offered in this proposal are the same or better than those offered the vendor's most favored customer.

## **DAMAGES**

The successful vendor will be held responsible for and required to make good at his own expense, all damages to persons or property caused by carelessness or neglect on the part of his employees.



## **INVOICE**

Payment will be made within 30 days of receipt of invoice. Monthly invoices must be sent to:

Accounts Payable  
Flour Bluff ISD  
2505 Waldron Road  
Corpus Christi, Texas, 78418

Invoices must be received by the 10<sup>th</sup> day of each month.

The following are required when submitting an invoice for payment.

1. The invoice shall reference the Flour Bluff ISD purchase order.
2. Invoices will only be accepted for completed services.

## **INSURANCE**

The successful vendor shall provide the following insurance verification in the form of certificates of policies as specified.

### **Casualty Insurance**

1. Workers' Compensation Insurance with Texas statutory limits and Employers Liability Insurance with a minimum limit of \$ 100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The FBISD shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
2. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Texas No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. Insurance companies, named insured and policy forms shall be subject to the approval of the FBISD Chief Financial Officer. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Flour Bluff ISD. Vendor shall be responsible to FBISD or insurance companies insuring FBISD for all costs resulting from both financially unsound insurance companies selected by Vendor and their inadequate insurance coverage. Vendor shall furnish the FBISD with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Flour Bluff ISD, Chief Financial Officer. No payments will be made to the Vendor until the current certificates of insurance have been received and approved by The District. If the insurance as evidenced by the certificates furnished by the Vendor expires or is cancelled during the term of the contract, services and related payments will be suspended. Vendor shall furnish the

District with certification of insurance evidencing such coverage and endorsements shall be provided with your proposal and at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Flour Bluff ISD, 2505 Waldron Road, Corpus Christi, TX, 78418.

No deletions/exclusions from standard coverage form allowed without written consent of Flour Bluff ISD.

## **PATENT AND COPYRIGHT**

The respondent shall pay for all royalties, license fees, and patent or invention rights or copyrights or trade and service marks and defend all lawsuits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in items furnished thereunder.

The respondent shall hold and save the District and its officers, agents, servants and employees harmless from liability of any kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance furnished in the performance of the contract, including its use by the District, unless otherwise specifically stipulated.

## **PROPRIETARY OR TRADE SECRETS**

If any of the information requested is propriety or a trade secret belonging to the proprietor, that information should be filed with the proposal in a separate envelope appropriately designated.

## **CANCELLATION**

In the event the vendor fails to perform under this contract herein or progresses in such a manner which does not insure compliance with the contract, or if, in the judgment of the , the vendor is not carrying out the provisions of the contract in its true intent and meaning, under the terms of this contract and of the scope of work, upon written notification, without penalty, the vendor will be served notice to provide satisfactory compliance with the contract. If the vendor neglects or refuses to follow such notice within thirty (30) days, Flour Bluff ISD will cancel the contract and seller may be held liable for any loss or expense sustained by Flour Bluff ISD as a result of vendor's failure to comply with this contract.

A cancellation notice may be brought about by, but not limited to:

1. Any breach of the contract or provisions set forth in the proposal specifications
2. Insurance cancellation
3. Equipment failure or deviations
4. Missed service calls
5. Increased rates not agreed to in advance or as specified herein

6. Budgetary requirements
7. Change of Districts needs regarding waste management

In the event the contract is canceled, Flour Bluff ISD reserves the right to award the contract to the next lowest qualified vendor.

#### **CANCELLATION FOR CONVENIENCE OF DISTRICT**

District at its sole option; may, without cause and for the convenience of the District, terminate this contract at any time upon giving seven (7) days' advance notice to the Contractor. Upon termination pursuant to this paragraph, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract. District shall not be required to reimburse Contractor for any services performed, or expenses, incurred after the date of the termination notice, including but not limited to any early termination charges.

#### **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The District shall have the continuing right to terminate this Contract at the end of each fiscal year or end of the special revenue fund or grant during the term of the Contract with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Contractor as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.



## **EVALUATION**

It is not the policy of Flour Bluff ISD to purchase based on low proposal alone. In determining the lowest responsible vendor, the District will give serious consideration to both the information derived from the Questionnaire, Proposal Form and the attached Proposal submitted. In addition to the Price, the District may consider:

1. Length of time a contractor has been in this type of business
2. Quality and availability of the Vendor's personnel and services
3. Number and scope of conditions, if any, attached to the proposal by the Vendor
4. Overall quality and value to the District
5. Probability of continuous availability
6. Vendor's service and delivery capabilities

Criteria for selection of the contractor will be:

1. Monetary proposal amount
2. Overall reputation of the contractor including experience with Flour Bluff ISD
3. Overall experience of the contractor to service an account comparable to Flour Bluff ISD
4. Financial resources and stability of the firm. Provide appropriate references.

Each bidder shall include with his proposal whatever documentation he deems appropriate to aid the District in evaluating the proposal and qualifications in accordance with the criteria listed above. The district reserves the right to request supplemental information as it deems necessary in the evaluation process.

## **ADDITIONAL INFORMATION**

For additional information or questions concerning this proposal and specifications, please contact

Tomas Molina, Chief Financial Officer,

2505 Waldron Road, Corpus Christi, TX 78418.

Phone: 361-694-9212

Email: [tmolina@flourbluffschoools.net](mailto:tmolina@flourbluffschoools.net)



## Specifications

1. The contractor shall provide all equipment herein specified. Equipment shall be defined as any device required to hold, store, pickup, deliver and handle scheduled refuse maintenance requirements per location. Refuse containers shall be metal with a capacity of 4, 6, or 8 cubic yards, as required. All containers shall be covered and closed and be maintained in such a manner that they have a solid surface all around. Containers shall be owned and the sole responsibility of the contractor.

The containers must be always maintained in a sanitary condition and include drain plugs. Containers will be painted and/or replaced as required to meet district standards. Containers will be steam cleaned and/or serviced during July and December each year as a minimum requirement.

Flour Bluff ISD is interested in minimizing the number of containers at each location for ease in collection and implementation of our recycling program. A simple separation process for achieving our recycling goals would be preferred over an elaborate one. Aluminum products may be collected and recycled by each campus and may not be included in the contract. The contractor shall provide paper recycling service and recycling bins at no charge to the district.

2. Under no circumstances will waste be allowed to accumulate on the ground adjacent to the containers. Excess waste will be handled in the following manner: In the event there is an excess accumulation of waste at any time, regardless of cause, Flour Bluff ISD custodians will place excess waste in a secure location near the waste container, but not to obstruct service on the container. Immediately after the container has been emptied, the custodians will place excess waste in the container as a normal routine procedure in order that the service company may dump the container a second time when required to meet sanitary requirements and agreement with the service company. The service company in coordination with Flour Bluff ISD Custodial Services, their drivers and responsible supervisors must ensure that accumulations of the waste are removed by repeated dumping when they allow it to accumulate excessively, at least to the extent agreed to in the contract.

Waste removal must meet Corpus Christi sanitary requirements to include drain plugs in place and top and side doors that close.

3. Each pickup more than the normal schedule must be verified by the Director of Maintenance and included with the monthly billing. Scheduled pickups not performed will be deducted from the monthly billing. Vendors should include service charges for normal specified requirements and charges for extra pickups, if required.
4. The attached waste pickup schedules list the different locations for containers to be placed. Also included in this proposal is the Current Refuse Pickup Schedule for the number of weeks' school is in session as well as when school is not in session.
5. The computations of the attached refuse pickup schedule are provided for your planning and proposal purposes. Payment will be based upon actual pickups and/or rendered services.

6. Scheduled pickups at all schools must be accomplished during the period of 10:00 p.m. prior to scheduled pickup dates to 7:00 a.m. of actual pickup day. The Maintenance & Transportation Supervisors must be furnished a schedule of anticipated pickup times for each location prior to November 1, 2023.
7. The contractor will not be held responsible for any damages that might occur to driveways while vehicles are on the premises due to vehicle weight. The contractor will be held responsible for any damages that may occur from excessive oil and hydraulic fluid loss, damage to walls, gates, and other parts of the facility. Because some pickup points are enclosed and locked at 6:00 p.m. to 7:00 a.m., a master key will be furnished with the contract if requested.
8. When dumping containers, care must be exercised to ensure that the container is placed in the exact location to prevent obstruction to other services and damage to dumpster steps. The contractor must ensure easy access for deposit of waste in containers and that containers are maintained with functional side doors, fiberglass top lids, and small vented drain plugs to prevent rodent entry.

## **Container Summary**

LOCATION	NUMBER OF CONTAINER(S)	SIZE OF CONTAINER CU/YD	NUMBER OF PICK-UPS PER WEEK	SUMMER NUMBER OF PICK-UPS PER WEEK JUNE/JULY
FB BUS BARN	1	8	1	1
FB HIGH SCHOOL	4	8	3	1
FB HIGH SCHOOL	1	6	3	1
FB JUNIOR HIGH	1	6	3	1
FB JUNIOR HIGH	2	8	3	1
FB PRIM/ELEM	3	8	3	1
FB INTERMEDIATE	2	8	3	1
FB MAINTENANCE	1	6	1	1
FB ECC	1	8	3	1
FB FOOD SERVICE	2	6	3	1
FB SDGC	1	4	2	1
FB PRINT SHOP	1	6	2	1
FB FOOTBALL STADIUM	1	8	3	1
FB NATATORIUM	1	8	1	1
ON-CALL 40 CU YD	1	40	ON-CALL	ON-CALL
90 GALLON RECYCLING	12	90 Gallon	Monthly	Monthly
RECYCLING	9	8	1	1

**FLOUR BLUFF ISD**

**PROPOSAL FORM - WASTE REMOVAL AND RECYCLING**

**COSTS:**

1. Daily (per pick up) charge per location for 8 cubic yard container: \$ \_\_\_\_\_
2. Daily (per pick up) charge per location for 6 cubic yard container: \$ \_\_\_\_\_
3. Daily (per pick up) charge per location for 4 cubic yard container: \$ \_\_\_\_\_
4. One 40 – yard roll – off container \$ \_\_\_\_\_
5. Maximum percentage of increase for second year \_\_\_\_\_ %
6. Maximum percentage of increase for third year \_\_\_\_\_ %

**FACILITIES AND EQUIPMENT:**

What is the location of your company's local headquarters?

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What is the location of your company's maintenance facilities?

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How many front-end loaders are presently in your fleet?

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## References

Please provide a list of five (3) references. Texas School Districts that you have performed similar services are preferred. References will include contact name and telephone number. Proposals submitted without five references may be disqualified from consideration.

1. School \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_  
Contact Name \_\_\_\_\_ Title \_\_\_\_\_
2. School \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_  
Contact Name \_\_\_\_\_ Title \_\_\_\_\_
3. School \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_  
Contact Name \_\_\_\_\_ Title \_\_\_\_\_

**RFP #22-23-0613**  
**WASTE MANAGEMENT & RECYCLING**  
**SERVICES**

**SUBMISSION CHECKLIST**  
**FORM**

Name of Firm:	
Contact:	
Phone:	
Email:	

**REQUIRED DOCUMENTS**

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District Forms

- a. Terms and Conditions Certification
  - b. I.R.S. W9 Form
  - c. Conflict of Interest Form (Form C.I.Q.)
  - d. Non-Collusion Bidding Certificate
  - e. Certificate of Liability Insurance
  - f. Felony Conviction Notification
  - g. Texas Ethics Commission Form 1295
  - h. Certification Regarding Lobbying
  - i. Suspension or Debarment Certificate
  - j. Resident/Non-Resident Bidder Certification
  - k. House Bill 89 Verification
  - l. SB 2252
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# **RFP #22-23-0613 WASTE MANAGEMENT & RECYCLING SERVICES**

## **TERMS AND CONDITIONS CERTIFICATION**

The District may ask respondents to send a representative for an oral interview prior to a formal selection. The District will not be liable for any costs incurred by the Proposer in connection with such an interview.

The District reserves the right to waive any formality related hereto.

By submitting a response to this R.F.P., each Respondent agrees to waive any and all claims it has or may have against the school district and its trustees, employees and officers, including but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this R.F.P., or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.

By my signature below, I warrant that I am authorized to sign on behalf of my organization, and that I have read, understand, and agree with all the terms of this Request for Proposals.

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Name of Proposer

---

Signature of Proposer

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Date



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____	
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
(Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions.		
Requester's name and address (optional)		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## 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](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007



## **NON-COLLUSIVE BIDDING** **CERTIFICATE**

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder must certify that the Company complies with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids for this project to any other bidder or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid.
4. The person signing this bid certified that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE OF AUTHORIZED PERSON

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY, STATE ZIP CODE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT**

**FELONY CONVICTION NOTIFICATION**

The Texas Education Code, Section 44.034(a) states that a person or business entity that enters 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 the felony.

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034 (c) states that this section does not apply to a publicly held corporation.

( ) My firm is a publicly held corporation, therefore this 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: \_\_\_\_\_  
Description of conduct resulting in a felony: \_\_\_\_\_

Name: \_\_\_\_\_  
Description of conduct resulting in a felony: \_\_\_\_\_

Name: \_\_\_\_\_  
Description of conduct resulting in a felony: \_\_\_\_\_

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

Vendor's Name: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_

Authorized Company Official's Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



## CERTIFICATION REGARDING LOBBYING

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

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

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

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE OF AUTHORIZED PERSON

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY, STATE ZIP CODE

## RESIDENT/NONRESIDENT BIDDER CERTIFICATION

**FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN BID  
DISQUALIFICATION**

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

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

I certify that my company, \_\_\_\_\_, is a "resident bidder."

(Company Name)

Signature \_\_\_\_\_ Date: \_\_\_\_\_

OR

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

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

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_

Company Name

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

YES \_\_\_\_\_ NO \_\_\_\_\_

ALL VENDORS MUST COMPLETE THE FOLLOWING:

I certify that the above information is correct.

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_ the undersigned representative  
of \_\_\_\_\_ (Company or Business name) (hereafter referred  
to as Company) being an adult over the age of eighteen (18) years of age, verify that the company  
named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company,  
business or individual with the Flour Bluff Independent School District.

*Pursuant to Section 2270.001, 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 OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
DATE

**SB 252**

**CHAPTER 2252 CERTIFICATION**

I, \_\_\_\_\_ the undersigned representative  
of \_\_\_\_\_ (Company or business name) being  
an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section  
2252.152, and Section 2252.153, certify that the Company named above is not listed on the website of the  
Comptroller of the State of Texas concerning the listing of companies  
that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named Company enter a contract that is on said listing of companies on the  
website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization,  
I will immediately notify the Flour Bluff Independent School District's Business Office.

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date